

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

23ANDME HOLDING CO., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-40976-357

(Jointly Administered)

Related Docs. 30, 420, 771, 774

**AMENDED DECLARATION OF PETER LEFKOWITZ, INTERIM DATA PRIVACY
OFFICER OF 23ANDME HOLDING CO., IN SUPPORT OF ENTRY OF THE ORDER
(I) APPROVING (A) THE DEBTORS' ENTRY INTO THE SALE TRANSACTION
DOCUMENTS, (B) THE SALE TO THE PURCHASER OF THE ACQUIRED ASSETS
FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES, AND (C) THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; (II) AUTHORIZING THE DEBTORS TO CONSUMMATE THE
TRANSACTIONS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED
RELIEF**

I, Peter Lefkowitz, hereby declare under penalty of perjury:

Background and Qualifications

1. I am the Interim Data Privacy Officer ("DPO") of 23andMe Holding Co. ("23andMe", together with the other above-captioned debtors and debtors in possession, the "Debtors"). I served as the DPO of the Debtors from February 2024 to July 2024 and was reappointed by the Special Committee of the Board of Directors in March 2025.

2. I am currently a member of the Board of Directors for the Future of Privacy Forum. From 2017 to 2022, I was Vice President and Chief Digital Risk Officer at Citrix. From 2022 to

¹ The Debtors in each of these cases, along with the last four digits of each Debtor's federal tax identification number, are: 23andMe Holding Co. (0344), 23andMe, Inc. (7371), 23andMe Pharmacy Holdings, Inc. (4690), Lemonaid Community Pharmacy, Inc. (7330), Lemonaid Health, Inc. (6739), Lemonaid Pharmacy Holdings Inc. (6500), LPharm CS LLC (1125), LPharm INS LLC (9800), LPharm RX LLC (7746), LPRXOne LLC (3447), LPRXThree LLC (3852), and LPRXTwo LLC (1595). The Debtors' service address for purposes of these chapter 11 cases is: 870 Market Street, Room 415, San Francisco, CA 94102.

2023, I was Vice President and Chief Security & Trust Officer at Citrix and then at Cloud Software Group, the successor in interest to Citrix following a take-private transaction. I was the 2018 Chairman of the Board of the International Association of Privacy Professionals.

3. As the DPO of the Debtors, I am generally familiar with the Debtors' operations, business, and data privacy program. I submit this declaration (the "Declaration") in support of the entry of the proposed *Order (I) Approving (A) The Debtors' Entry into the Sale Transaction Documents, (B) The Sale to The Purchaser of the Acquired Assets Free and Clear of All Liens, Claims, and Encumbrances, and (C) The Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (II) Authorizing the Debtors to Consummate the Transaction in Connection Therewith; and (III) Granting Related Relief* (the "Sale Order").

4. Except as otherwise indicated herein, all of the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, the information provided to me by professionals involved in advising the Debtors in these chapter 11 cases, or information provided to me by other members of the Debtors' management team. If called upon to testify, I could and would testify to the facts set forth herein on that basis. I am over the age of 18 years, and I am authorized to submit this Declaration.

Background on 23andMe

5. 23andMe is a human genetics company that provides health and ancestry services to help people access, understand, and benefit from the human genome. 23andMe offers direct-to-consumer genetic testing through its saliva collection kits, providing customers with access to personalized information about their ancestry, genetic traits, and health risks through its Personal Genome Service® ("PGS") offerings. Through its collection of genetic information, 23andMe has developed one of the world's largest crowd-sourced platforms for genetic research, comprising

data from over 15 million customers. 23andMe's database of genetic information has enabled 23andMe to make over 100 health and carrier status reports available to its customers in the U.S. and to contribute to the identification and validation of candidates for new drug development in collaboration with universities, research institutions, and pharmaceutical companies.

6. The chart below describes the types of services offered by 23andMe. Each of these products and/or services is offered through the 23andMe website (<https://23andme.com>) and "23andMe - DNA Testing" mobile application available on iOS and Android.

<i>Product/Service</i>	<i>Description</i>	<i>Launch Date</i>
<i>Ancestry Service</i>	<i>This is the base 23andMe service that gives access to ancestry reports, trait reports, and the DNA Relatives and Connections features. As part of this service, until earlier this year, users had the option to purchase a hardcover book containing their ancestry results, specifically their: (i) Ancestry Composition; (ii) Maternal Haplogroup Report; (iii) Neanderthal Report; (iv) Paternal Haplogroup Report; and (v) Parental Inheritance information.</i>	<i>September 2006</i>
<i>Health + Ancestry Service</i>	<i>This service includes everything in the Ancestry Service plus access to certain 23andMe health reports, including health predisposition reports, wellness reports, and carrier status reports. Individuals that purchase the Ancestry Service can upgrade to the Health + Ancestry Service without having to purchase a new test; however, the health reports available will depend on the chip used to genotype the customer.</i>	<i>October 2015</i>
<i>23andMe+ Premium</i>	<i>This is an add-on service to which customers that have purchased the Health + Ancestry Service can subscribe. It provides access to additional health reports powered by 23andMe Research, pharmacogenetic reports, and other health-focused features.</i>	<i>October 2020</i>

<i>Product/Service</i>	<i>Description</i>	<i>Launch Date</i>
<i>23andMe+ Total Health Service</i>	<i>This service includes everything in 23andMe+ Premium plus: (i) clinical grade exome sequencing; (ii) biannual blood tests; (iii) dedicated virtual consultation with clinicians trained in genetics-informed care; (iv) unlimited messaging with clinicians for ongoing support; (v) personalized recommendations based on results; and (vi) a biological age feature.</i>	<i>November 2023</i>

23andMe's Terms of Service and Privacy Statement

7. All 23andMe customers must consent to the 23andMe Privacy Statement and Terms of Service (both as defined below), which have always disclosed to customers that their personal information may be transferred in connection with an acquisition of 23andMe or the sale of all or substantially all of its assets.

8. Customers consent to the 23andMe Terms of Service and Privacy Statement when registering their 23andMe kit before sending their saliva for processing. This registration process requires every customer to set up an account by providing their first name, last name, email, and date of birth; creating a password; confirming a password; and then checking a box confirming, "I have read and agree to the Terms of Service and the Privacy Statement."²

9. As is described in 23andMe's Privacy Statement, 23andMe collects different types of identification information. This includes Registration Information, defined as "information you provide during account registration or when purchasing the Services, such as a name, user ID, password, date of birth, billing address, shipping address, payment information (e.g., credit card), account authentication information, or contact information (e.g., email, phone number)," as well

² See *Register Your Kit*, 23andMe, attached hereto as Exhibit V.

as Self-Reported Information, defined as "gender, disease conditions, health-related information, traits, ethnicity, family history, or anything else you provide to us within our Service(s)."³ 23andMe associates the identification information above with genetic information for certain purposes, including managing data access and data deletion requests. 23andMe maintains all of this information in accordance with its Terms of Service and Privacy Statement.

10. The Terms of Service is 23andMe's agreement with its customers. It "govern[s] [customers'] use and access to 23andMe's products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by [customers], regardless if the use is in connection with an account or not[.]"⁴ The Terms of Service contain a section labeled "Privacy," which states that "Your use of the Services is governed by our Privacy Statement. We encourage you to review our Privacy Statement to learn more about how we handle data."⁵ The Terms of Service also provide that "Any information derived from your sample remains your information, subject to rights we retain as set forth in these Terms."⁶

11. The Privacy Statement incorporated into the Terms of Service, as amended over time, is 23andMe's sole privacy policy applicable across all business lines except Lemonaid, which is described below. The Privacy Statement discloses and defines the types of personal information collected by 23andMe, which includes Registration Information, Genetic Information, Sample Information, Self-Reported Information, Biometric information, User Content, and Web-Behavior

³ *Online Terms of Service*, 23andMe, attached hereto as Exhibit M.

⁴ *Id.*

⁵ *Using the Services*, 23andMe, https://www.23andme.com/legal/terms-of-service/?srsltid=AfmBOopqrMLxKpFB1AhCI9sl3o_K8Zj_XqxtjHQDgFAfLXZ2cT6dt3tm#requirements-and-conditions (last updated March 14, 2025).

⁶ *Id.*

Information.⁷ The Privacy Statement also contains provisions that are specific to residents of certain U.S. states and foreign countries, which are designed to comply with laws specific to those jurisdictions. The Privacy Statement also reflects customers' deletion and privacy controls, explaining that "23andMe applies certain privacy controls to all U.S. customers. For example all customers can request a copy of their data,⁸ request deletion, and control their privacy settings in their Account Settings".⁹

12. After registration, customers are able to re-access the Privacy Statement in multiple ways. On the website, a site visitor can click the hyperlinked "Privacy Statement" in the persistent footer.¹⁰ On the mobile app, a customer can access the Privacy Statement by clicking on the account symbol in the upper right hand corner which opens a settings screen, and, under the "Legal" section, there is a link to the Privacy Statement. And on the mobile website, a site visitor can access the Privacy webpage and Privacy Statement by clicking on the choices symbol in the upper left-hand corner, which opens a choices screen, and then clicking "Privacy."¹¹

13. The current Privacy Statement, and all prior versions of Debtors' Privacy Statement, contain language advising customers that there could be a change in ownership of Debtors' business and assets, which includes customers' data, through a sale, and promises that the Privacy Statement will follow the customer data to the new entity.

14. From November 11, 2007 through June 23, 2010, the Privacy Statement had the following change of ownership language:

"Business Transitions. In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its

⁷ See *The information 23andMe collects*, 23andMe Privacy Statement (as of March 14, 2025), attached hereto as Exhibit L.

⁸ For the purposes of this Declaration, any references to customers' "data" specifically means any customer personal information.

⁹ *Privacy Notice for U.S. State Residents*, 23andMe, attached hereto as Exhibit N.

¹⁰ See *Homepage*, 23andMe, <https://www.23andme.com/> (last visited June 15, 2025).

¹¹ See *id.*

assets, your personal information and non-personal information will likely be among the assets transferred. You will be notified in advance via email and prominent notice on our website of any such change in ownership or control of your personal information. We will require an acquiring company or merger agreement to uphold the material terms of this privacy statement, including honoring requests for account deletion.”¹²

15. From June 24, 2010 until June 7, 2022, the Privacy Statement included the following change of ownership language:

Business Transitions In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.¹³

16. Beginning on June 8, 2022 through the present, the Privacy Statement has included the following change of ownership language in the section on “Commonly owned entities, affiliates and change of ownership”:

If we are involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your Personal Information may be accessed, sold or transferred as part of that transaction and this Privacy Statement will apply to your Personal Information as transferred to the new entity. We may also disclose Personal Information about you to our corporate affiliates to help operate our services and our affiliates’ services.¹⁴

17. Every iteration of the Privacy Statement has advised customers that a “sale” of personal information was possible and, if the business was sold or acquired, a new entity would process the customers’ personal information. All versions of the Privacy Statement have advised

¹² See *Business Transitions*, 23andMe Privacy Statement (as of Nov. 11, 2007), attached hereto as Exhibit A.

¹³ See identical or substantially similar language: *Business Transitions*, 23andMe Privacy Statement (as of June 24, 2010), attached hereto as Exhibit B; *Business Transitions*, 23andMe Privacy Statement (as of Dec. 1, 2011), attached hereto as Exhibit C; *Business Transitions*, 23andMe Privacy Statement (as of Nov. 1, 2012), attached hereto as Exhibit D; *Business Transitions*, 23andMe Privacy Statement (as of Mar. 25, 2013), attached hereto as Exhibit E; *Business transactions*, 23andMe Privacy Statement (as of Nov. 13, 2014), attached hereto as Exhibit F; *Business transactions*, 23andMe Privacy Statement (as of Jul. 14, 2015), attached hereto as Exhibit G; *Business transactions*, 23andMe Privacy Statement (as of Dec. 7, 2015), attached hereto as Exhibit H; *Business transactions*, 23andMe Privacy Statement (as of Dec. 9, 2021), attached hereto as Exhibit I; *Business transactions*, 23andMe Privacy Statement (as of Jan. 25, 2022), attached hereto as Exhibit J.

¹⁴ *Commonly Owned Entities*, 23andMe Privacy Statement (as of Jun. 8 2022), attached hereto as Exhibit K.

that any acquiror of the business would apply the same Privacy Statement to the customers' personal information.¹⁵

Customer Acceptance of the Terms of Service and Privacy Statement

18. All customers are required to accept the 23andMe's Privacy Statement and Terms of Service when registering their 23andMe kit before sending their saliva for processing. This registration process requires every customer to check a box confirming, "I have read and agree to the Terms of Service and the Privacy Statement" before they can create an account, and the webpage contains links for customers to access and review the Terms of Service and Privacy Statement.¹⁶

19. After clicking on "Create Account", the customers are presented with a summary of certain key provisions of the Privacy Statement and Terms of Service and hyperlinks to those documents that customers must acknowledge and accept to create an account. To proceed from this page, customers must click "Accept and Continue" after being informed that doing so indicates that they "accept the Terms of Service and acknowledge the Privacy Policy."¹⁷ In other words, this webpage is a second acknowledgement and acceptance of the Terms of Service and Privacy Statement that customers provide when creating an account.

Customers Consent to Use of Their Data

20. After agreeing to the Privacy Statement and Terms of Service, all 23andMe customers must also consent to the processing of sensitive information that is integral to 23andMe's ability to provide its services to customers. Customers are presented with a description of sensitive information, how 23andMe uses it and for how long. Customers can choose to

¹⁵ The policy changes discussed in this declaration are the only privacy statement changes relevant to the sale transaction at issue.

¹⁶ See *Register your Kit*, 23andMe, attached hereto as Exhibit V.

¹⁷ See *Terms of Service & Privacy Statement*, 23andMe, attached hereto as Exhibit Q.

“CONSENT to the processing of sensitive personal information” or “DO NOT CONSENT to the processing of sensitive personal information” and neither option is pre-selected.¹⁸

21. Customers also have the option of consenting to additional uses of their data by 23andMe. Those additional options—which are not required—give customers the option of (a) participating in research,¹⁹ (b) participating in individual data sharing,²⁰ and/or (c) having their sample biobanked.²¹ For each of these additional options, customers are asked whether they do or do not consent and neither option is pre-selected. Consenting to participation in research, individual data sharing, and biobanking of their sample is entirely optional for each customer.

23andMe Customers May Delete Their Data and Withdraw Consent

22. Customers can withdraw their consent to the processing of sensitive personal information, participation in research, individual data sharing, and/or biobanking of their sample at any time. In their account settings, customers can select “Research and Product Consents.” Here, the customers can view a list of each of the above data sharing options. Under this label, there is a link to “Change consent” that customers may click to change their previous choices made during registration or thereafter.²²

23. 23andMe customers also may request deletion of their data at any time and 23andMe carries out these deletion requests in conformance with its Privacy Statement and subject

¹⁸ *Consent to Processing of Sensitive Information*, 23andMe, attached hereto as Exhibit R.

¹⁹ *Research Consent*, 23andMe, attached hereto as Exhibit S.

²⁰ *Individual Data Sharing Consent*, 23andMe, attached hereto as Exhibit T.

²¹ *Biobanking Consent*, 23andMe, attached hereto as Exhibit U. All genetic samples are biobanked at a Labcorp laboratory in Burlington, North Carolina. See *23andMe Customer Care: How Can I See the Status of My DNA Sample?*, 23andMe, <https://eu.customercare.23andme.com/hc/en-us/articles/204449504-How-Can-I-See-the-Status-of-My-DNA-Sample> (last visited June 15, 2025); *How Does 23andMe Genotype My Data?*, 23andMe, <https://customercare.23andme.com/hc/en-us/articles/202904610-How-Does-23andMe-Genotype-My-DNA> (last visited June 15, 2025).

²² *Research and Product Consents*, 23andMe, attached hereto as Exhibit W.

to its legal, contractual and compliance obligations. Customer deletion rights have remained the same both before and after 23andMe entered bankruptcy.

24. To request deletion of their personal information, customers first go to their account settings. Then, under “23andMe Data,” customers click “View.” They then enter the date of birth they provided when they registered their kit, and a “Delete Data” screen appears. Customers can click “Permanently Delete Data,” after which a “just-in-time” notice appears explaining some of the data that will be permanently deleted when the customer’s deletion request is processed and prompting customers to choose to “Permanently Delete Data” or “Exit and Go Home.” If the customer selects “Permanently Delete Data” they will then receive an account deletion email at the email address that 23andMe has on file for the customer. After a customer selects “Permanently Delete Data”, 23andMe automatically deletes their data (including advising Labcorp to discard the customer’s biobanked sample if the customer requested for it to be stored) and opts the customer out from any sharing of their data for future research, in accordance with the Debtors’ Privacy Statement and obligations under applicable law.²³ The Privacy Statement explains that limited information related to a customer’s account is retained by 23andMe for a limited time after a deletion request is processed to satisfy 23andMe’s legal and contractual obligations, and as necessary for audit and compliance purposes.²⁴ As disclosed in the Research Consent, when a customer that has consented to 23andMe Research requests deletion, 23andMe may retain certain de-identified genetic data for research purposes; however “23andMe will prevent your Research

²³ See *Your Privacy Settings and Controls*, 23andMe, <https://www.23andme.com/legal/privacy/?srsltid=AfmBOoohCuGv5tLxF48oJqmb9ge0nIvylv6E3CpF2CZpC5Ung52oxZ6o#your-privacy-controls> (last updated Mar. 14, 2025).

²⁴ See Ex. L, at *Retention of Personal Information*.

Information from being used in new 23andMe Research initiated after 30 days from when we receive your request from your Account Settings.”²⁵

25. 23andMe’s Customer Care team follows a documented internal procedure to process customer deletion requests that are submitted directly to the Customer Care team.

26. Prior to the data security incident in 2023, 23andMe averaged less than 16,500 deletion requests per year. Following the security incident in 2023, 23andMe experienced an increase in deletion requests. In 2023, 23andMe received approximately 46,000 deletion requests. In 2024, 23andMe received over 200,000 deletion requests. After they became aware that 23andMe would file for bankruptcy on March 23, 2025, several state Attorneys General encouraged consumers to delete their 23andMe data and accounts.²⁶ Since March 23, 2025, over 1.9 million 23andMe customers have submitted deletion requests through the 23andMe website and by contacting 23andMe’s Customer Care team directly. Throughout this period, 23andMe has not removed or altered the ability of its customers to submit deletion requests and 23andMe is honoring deletion requests in the same manner after filing for bankruptcy as it was prior to filing.

23andMe’s Website Privacy Landing Page

27. Separate from the Terms of Service and Privacy Statement, 23andMe’s website contains a landing page for visitors to find relevant privacy resources. This webpage provides multiple links to the Privacy Statement and consents discussed above, answers to frequently asked questions, and an email address to contact 23andMe’s privacy team. While this website contains information relating to privacy, and a link inviting visitors to “Read our Privacy Statement” (which

²⁵ Exhibit T, at *Can I change my mind?*.

²⁶ See e.g. Attorney General Bonta Urgently Issues Consumer Alert for 23andMe Customers, Mar. 21, 2025, Press Release, California Attorney General, <https://oag.ca.gov/news/press-releases/attorney-general-bonta-urgently-issues-consumer-alert-23andme-customers>; Attorney General James Urges 23andMe Customers to Contact Company to Delete Data, Mar. 25, 2025, Consumer Alert, New York State Attorney General, <https://ag.ny.gov/press-release/2025/attorney-general-james-urges-23andme-customers-contact-company-delete-data>.

links to the Privacy Statement incorporated into the Terms of Service), this webpage is not incorporated into the Terms of Service or Privacy Statement.²⁷ As discussed above, the Privacy Statement reflects 23andMe’s detailed agreement with customers concerning the processing of their personal information, and includes sections on “[w]ho we share with”, “[w]ho we *DO NOT* share with”, “[customers’] sharing choices”, and other information.²⁸

Lemonaid’s Data Privacy Program

28. Lemonaid Health, Inc. (“Lemonaid”) is a telehealth subsidiary of 23andMe²⁹ that operates in the U.S. under four separate medical groups: LMND Medical Group, Inc., A Professional Corporation, in all states except Kansas, New Jersey, and Texas; LMND Medical Group in Kansas; LMND Medical Group Professional Corporation in New Jersey and LMND Medical Group, A Professional Association, in Texas.³⁰

29. Lemonaid provides online pharmacy, telemedicine, and lab services to patients across the U.S. Lemonaid connects patients to affiliated healthcare professionals, who provide care to address a number of common conditions. Lemonaid customers may also receive telehealth consultations and can use Lemonaid’s pharmacy services for non-controlled medications if a prescription is warranted.

30. In order to use Lemonaid’s services, every customer must create a Lemonaid account and agree to the Lemonaid Privacy Policy. When creating an account, customers are directed to a webpage that asks customers to “Consent to Telehealth.” On that webpage, customers must check a box stating, “I understand and agree to the Consent to Telehealth shown above, Privacy Policy and Terms of Use. These 3 documents contain important information.” The Privacy

²⁷ *Your privacy comes first.*, 23andMe, <https://www.23andme.com/privacy/> (last visited June 15, 2025).

²⁸ Exhibit L, at *Data Sharing*.

²⁹ *See Our Story*, Lemonaid Health, <https://www.lemonaidhealth.com/our-story> (last visited June 15, 2025).

³⁰ *Id.*

Policy and Terms of Use are hyperlinked to allow customers to access and review them. To continue creating an account, Customers then are provided the language about Lemonaid's processing of sensitive data and must check a box that they "understand and agree to the Sensitive Data Processing Consent".³¹

31. At all times since it was acquired by 23andMe, the Lemonaid Privacy Policy (the "Lemonaid Privacy Policy") has contained language advising customers that there could be a change or transfer of ownership of their data effectuated through a sale.

32. The Lemonaid Privacy Policy in place from 2021 (when 23andMe acquired Lemonaid) to April 17, 2022, contained the following language about change in ownership:

We may share your PHI with a third party if we merge, are acquired or transfer a majority of our assets. Wherever possible we strive to make sure that any third-parties with whom we share your PHI are legally bound by the restrictions of this Privacy Policy.³²

33. That policy defined PHI, i.e. "Protected Health Information," as information that "generally includes information that we create or receive that identifies you and your past, present, or future health status or care, or the provision of or payment for that health care."³³ The Privacy Policy also provided that:

We may share personal information about you as follows: . . . In connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business (but only under non-disclosure and confidentiality agreements and protections)[.]³⁴

34. The Lemonaid Privacy Policy in place from April 18, 2022, to the present, has the following language relevant to a change of ownership:

Business Transfers. We may disclose your Personal Information with other business entities in connection with the sale, assignment, merger or other transfer

³¹ *Lemonaid Account Creation Consent*, Lemonaid, attached hereto as Exhibit X.

³² *Full Terms of Lemonaid's Online Policy*, Lemonaid Health (as of April 23, 2021), attached hereto as Exhibit O.

³³ *Id.* ("Joint Notice of Healthcare Privacy Practices").

³⁴ *Id.* ("Sharing Information").

of all or a portion of Lemonaid's business to such business entity. This Privacy Policy will apply to your Personal Information as transferred to the new entity.³⁵

35. The Lemonaid Privacy Policy defines "Personal Information" similar to PHI, above, as "information that identifies you personally or is about you, and . . . a general term to refer to the different categories we describe in this section."³⁶

36. Since April 18, 2022 the Lemonaid Privacy Policy has expressly disclosed that Lemonaid customers can request deletion of their data at any time.³⁷ For example, the current Lemonaid Privacy Policy specifically provides that:

You may request deletion of your Personal Information that we collect or maintain about you at any time. To make a Deletion request, email us at privacy@lemonaid.com with the subject line "Deletion Request". In some cases, we are required to maintain certain information as required by law (for example, to maintain medical records).³⁸

37. Deletion requests submitted by Lemonaid customers are processed by the Customer Care and engineering teams shared with 23andMe and are carried out in accordance with Lemonaid's Privacy Policy and obligations under applicable law. The Lemonaid Privacy Policy states that, even after a deletion request is processed, Lemonaid "may retain all or part of your Medical Record . . . for a limited period of time as required by law, contractual obligations or as necessary for audit and/or compliance purposes."³⁹ Since 2021, Lemonaid has received 7,752 deletion requests. Between January 1, 2025 and May 29, 2025, Lemonaid received 616 deletion requests. Like 23andMe, throughout this period, Lemonaid has not removed or altered the ability

³⁵ See *Business Transfers*, Lemonaid Privacy Policy (as of Apr. 18, 2022), attached hereto as Exhibit P; *Business Transfers*, Lemonaid Privacy Policy (as of Mar. 15, 2025), attached hereto as Exhibit Y. This language was has remained unchanged since April 18, 2022 to present except that, from April 18, 2022 to December 13, 2022, the word "share," was used instead of "disclose".

³⁶ Ex. O, at *Information We Collect*.

³⁷ Ex. O, at *Privacy Highlights*, Ex. P, at *Your Privacy Choices- Communication*; Ex. Y (same).

³⁸ Ex. O, at *Request Deletion of your Personal Information*; Ex. P (same); Ex. Y (same)..

³⁹ Ex. Y, at *Account Deletion*.

of its customers to submit deletion requests and Lemonaid is honoring deletion requests in the same manner after filing for bankruptcy as it was prior to filing.

Provisions of Asset Purchase Agreement

38. The provisions of the Asset Purchase Agreements (“APAs”) reached with both the Purchaser and the Backup Bidder⁴⁰ provide that:

Following the Closing, in connection with any and all processing of Personal Information in the operation of the Business and owned or controlled by, licensed to or otherwise in the possession of any Seller, Purchaser and its Affiliates shall (a) comply with such Seller’s privacy policies and statements, consent documents and all applicable Privacy Laws, for the avoidance of doubt, as if Purchaser or such Affiliate were such Seller.⁴¹

⁴⁰ See Notice of Winning Bidder with Respect to the Final Proposal Procedures to Acquire the Debtors’ Assets, Exs. A, at Section 7.11, D, Dkt. No. 739 (Jun. 13, 2025).

⁴¹ See *id* at Ex. A Section 7.11, Data Privacy and Security (TTAM APA) and a substantively similar provision in the Regeneron APA at Ex. D Section 7.11, Data Privacy and Security.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: June 18, 2025

By: /s/ Peter Lefkowitz
Peter Lefkowitz
Interim Data Privacy Officer
23andMe Holding Co.

Exhibit A



about 23andMe

Team 23andMe

News

Core Values

Policy Forum

Corporate Info

Jobs

who we are

Board of Directors

Editorial Team

Advisors

Summary

- 23andMe respects your privacy.
- This notice provides highlights of our full [Privacy Statement](#) and applies to 23andMe's collection and handling of your personal information.
- We are committed to providing a secure, user controlled environment to access, share, and explore your genetic information.

Personal Information

- When you sign up for our service, 23andMe collects and stores personal information about you, including Account Information (contact and payment information) and Genetic Information (the As, Ts, Cs, and Gs at particular locations in your genome).
- On a voluntary basis, we may collect Phenotypic Information (disease conditions and personal traits) if you choose to participate in 23andMe-authorized research by answering an online survey and/or questionnaire.
- We also collect non-personal information (browser types, domains, page views) on how you use our web site through log files and cookies.

Uses of Information

- 23andMe collects personal information from you to provide you with our service and for conducting 23andMe-authorized research.
- We use Account Information to enable your purchase, inform you when your Genetic Information is available to you, and authenticate your website visits and usage.
- We may use Genetic and Phenotypic Information to conduct 23andMe-authorized scientific research and development. Any Phenotypic Information you provide is done on a voluntary basis. We may provide third party organizations access to this information for scientific research, but without your name or any other Account Information.
- We give you the ability to connect with other 23andMe customers through sharing features, but it is entirely your choice to do so.
- We will not release your personal information to any outside company without your explicit consent.
- We use non-personal information to track and monitor aggregate usage of our website and for internal analysis, quality control, and improvements to our services.

Your Choices

- Participation in activities and services that involve personal information beyond initial account and Genetic Information is voluntary and permission-based.
- It is entirely within your discretion to provide information or answer survey questions.
- At your request we will delete your account and personal information linked to your account from our systems.

Additional Information

- We encourage you to read 23andMe's full [Privacy Statement](#).
- For additional information about our views on privacy, please see our [Core Values](#) and [Policy Forum](#).

How to Contact Us

Questions about this statement, our full [Privacy Statement](#), or about 23andMe's handling of your personal information may be emailed to privacy@23andme.com, or

Privacy Administrator
23andMe, Inc.
2606 Bayshore Parkway
Mountain View, CA 94043

Full Privacy Statement

23andMe Respects Your Privacy

23andMe recognizes the importance of privacy and respects your choices to store and access your information in a private and secure manner.

This Privacy Statement is intended to answer questions that you may have related to how we handle your personal information. We want to explain what information we collect from you and what we do with it. We have many controls, systems, and procedures that govern how we use, handle, and store this information in a secure and private manner and we want you to know about them. We also want to clarify how this information may be shared with other parties and what controls you have regarding the handling of your information.

Our services connect you with your genetic information. 23andMe collects and stores your genetic information for you in our databases and offers you access to a web-based interface with unique tools to help you interpret and review the information. We are committed to providing you a secure, user-controlled environment to access, share, and explore your genetic information. At the same time, you share some responsibility for maintaining privacy and security, like keeping your password secure.

We encourage you to familiarize yourself with our Privacy Statement. Our [Consent Form](#) and [Terms of Service](#) explain that, by using our website and signing up for our service, you are allowing us to process your personal information according to the provisions set forth in those documents and this Privacy Statement.

Personal Information

23andMe collects several types of personal and non-personal information either directly from you and/or through our service providers and partners. These can be described as follows:

Personal Information

Personal information is information that can be used to uniquely identify you or that you may consider sensitive. We collect such information from you when you purchase our services, create a personal account, complete surveys and questionnaires, and/or when you communicate with us or request information from us directly. We collect three primary types of personal information through our service and website.

- **Account Information** - Account Information is personal information that we collect from you when you purchase our service. Examples of such information include your name, credit card information, billing and shipping addresses, and contact information such as an email address or telephone number. We also use log files and cookies to maintain our website and monitor the quality of the service we provide to you. Cookies used by the website are linked to a customer's Account Information. (See Log Files and Cookies below for more information.)
- **Genetic Information** - Genetic Information consists of your genotype, that is, the As, Ts, Cs, and Gs at particular locations in your genome. When you purchase 23andMe's service, you send your saliva sample to us by postal mail for analysis, along with a barcode that identifies you to us but not to the processing laboratory. Our contracted laboratories extract and analyze DNA from saliva samples and securely communicate the resulting Genetic Information to us along with the barcode for each individual analyzed. DNA and saliva samples are destroyed after the laboratory completes its work, which includes processing, analysis and reporting of data. Genetic Information is then stored securely in our databases and can be accessed by you via our website by using the claim code and creating your personal account. It is important to note that the laboratories conducting DNA extraction and analysis do not have access to your name or any of your Account Information, as described above. Our instructions for sample collection and shipment clearly indicate that you must send only your saliva sample, which is labeled with a unique barcode, with no other identifier. To protect your privacy, samples sent with any identifier other than the barcode will not be processed.
- **Phenotypic Information** - Phenotypic Information is personal information that includes disease conditions (e.g., Type 2 Diabetes), other health information (e.g., pulse rate, cholesterol levels, visual acuity) personal traits (e.g., eye color, height), ethnicity, and family history (e.g., similar information about family members). We obtain this information from you on a voluntary basis when you choose to participate in 23andMe-authorized research by answering our surveys and/or questionnaires.

Non-Personal Information

Non-Personal Information includes information that we gather as you navigate our website. We log this information when you visit and browse our website. We record details such as browser types, domains, statistics of your visit including page views, and time spent on the website. We use this information to improve our services for you and other customers. Although it is non-personal, this information is linked to your Account Information if you are logged into our website.

Uses of Information

We use personal information to provide you with the service that you have purchased and for 23andMe-authorized research. Our service gives you access to your Genetic Information, as well as the opportunity to share and compare your Genetic and Phenotypic Information with that of other people who have also agreed to share such information.

We use personal information that we collect about you to:

- Authenticate your website visits and usage (e.g., user names and passwords)
- Enable your purchase (e.g., credit card number, billing address)
- Provide you the information, services, and products that you have requested (e.g., contact, Genetic Information)
- Inform you when your Genetic Information is available to you (e.g., e-mail address)

- Inform you of services and products that may be of interest to you (e.g., contact)
- Manage and improve our website, software, and services (e.g., website usage information)
- Conduct 23andMe-authorized scientific research and development (e.g., Genetic and Phenotypic Information)

We use Non-Personal Information to track and monitor aggregate usage of our website and for internal analysis, quality control, and improvements to our service. We collect such information by using cookies and other standard web technologies. (See Log Files and Cookies below for more information.)

Information Sharing and Disclosure

23andMe gives you the ability to connect with other individuals who have 23andMe accounts through our sharing features. Whether you use these features is entirely your choice. In addition, you may choose to disclose, through other means not associated with 23andMe, your personal information to friends and/or family members, groups of individuals, third-party service providers, doctors or other professionals, and/or other individuals. We recommend that you make such choices carefully.

Personal information, once released or shared, can be difficult to contain. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared personal information with a third party. Likewise, if you are reading this because you have access to the personal information of a 23andMe customer, we urge you to recognize your responsibility to protect the privacy of that person.

23andMe will not release your personal information to any outside company without your explicit consent. Please see the [consent form](#) to be completed prior to purchase.

23andMe may disclose personal information for other purposes as stated below:

Disclosure to Research Partners:

One of 23andMe's goals is to contribute to scientific research and the advancement of genetic knowledge. To achieve our research goals, 23andMe may enter into partnerships with commercial and/or non-profit organizations that conduct scientific and/or medical research. Such partnerships may allow an organization access to our databases of Genetic Information and other contributed Phenotypic Information, so that, for example, the organization can search, without knowing the identities of the individuals involved, for the correlation between presence of a particular genetic variation and a particular health condition or trait. We may receive compensation from these research partners. Before we embark on any research collaborations we will establish a research advisory committee to guide such collaborations and undertakings. In addition, we will require partner organizations by contract to agree to maintain confidentiality consistent with this Privacy Statement. Partner organizations will not have access to your Account Information (e.g., name, contact information, payment information).

On occasion, we may pass along a request to you from such a partner, asking for you to participate in a specific study or to volunteer further information. The partner does not know to whom we send these queries and you have no obligation to respond.

Disclosure to Commercial Partners

23andMe may enter into commercial arrangements to enable partners to provide our service to their customers and/or to provide you access to their products and services. We may collect fees for these referrals. We will require informed consent from you as a precondition to providing any personal information to these commercial partners.

Disclosure Required By Law

Please be aware that under certain circumstances personal information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders. In the event that we are legally compelled to disclose your personal information to a third party, we will notify you with the contact information you have provided to us in advance unless doing so would violate the law or a court order.

Non-Disclosure to Linked Websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. These links may be found within our content or placed beside the names or logos of these third parties. 23andMe does not disclose your personal information to organizations operating third-party websites. We may receive compensation from organizations operating third-party websites, which will be noted on the page the link appears. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that collects personal information. This Privacy Statement applies solely to information collected by 23andMe.

Your Choices and Privacy Preferences

At 23andMe, customer choice and control are critical to our goal of providing genetic information within a trusted environment. Participation in activities and services that involve personal information beyond the initial Account and Genetic Information is voluntary and permission-

based. Examples of such activities include sharing your account information with other 23andMe customers, responding to surveys, joining a 23andMe authorized research project, and subscribing to a newsletter.

If your personal information changes, or if you no longer wish to subscribe to our services, then you may correct, update, or delete your account by making the change via your account page, by sending a request to our Customer Support at help@23andme.com.

When deleting an account, we remove from our systems all Genetic and Phenotypic Information that can be associated with your Account Information. As stated in our Consent Form, however, Genetic Information and/or Phenotypic Information you have provided for research prior to your request for deletion will not be removed from ongoing or completed studies that are using the information. Neither Account Information nor a link to your account are used in 23andMe-authorized research. In addition, we retain limited Account Information related to your order history (e.g., name, contact, and transaction data) for accounting and compliance purposes.

Children's Privacy

23andMe is committed to protecting the privacy of children, as well as adults. Neither 23andMe nor any of its services are designed or intended to attract children under the age of 13. A parent or guardian, however, may order and set up an account for our services on behalf of his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

Log Files and Cookies

Log Files

As do operators of most websites, 23andMe gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e., a list of pages or URLs visited). We use this information, which is not designed to identify individual users, to analyze trends, administer the site, track users' movements around the site, and gather demographic information about our user base as a whole. We may, in some circumstances, need to review this automatically collected data in combination with specific Account Information to identify and resolve issues for individual users.

Cookies

The 23andMe website also uses cookies. A cookie is a small text file that is stored on a user's computer when you visit our website or any other website through your computer. We use both session cookies and persistent cookies to make it easier for you to navigate our site, improve the security of your personal information, enhance the functionality of certain features, and improve performance. The cookies we employ are used to enable secure access to your account when you are logged in and are only applicable within the confines of our website.

A session cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's help file. However, if you set your browser to reject cookies, your ability to use our site will be significantly impaired. In particular, you will not be able to access any part of our site that requires a log in, such as your personal genome account.

Security

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of physical, technical and administrative procedures to safeguard the information we collect.

While there is always some risk of a security compromise, we tightly control access to personal information through the following technical, physical, and administrative security measures. By contract, we require third parties with whom we share personal information to implement appropriate security measures to maintain the confidentiality of such information.

Technical:

- We protect our network perimeters with firewalls.
- Our databases are designed to keep Genetic Information and Phenotypic Information separate from Account Information.
- We encrypt storage of certain personal information, including Account Information and Genetic Information.
- We encrypt all connections to and from our website.
- We conduct internal and external audits of perimeter and software code security.
- We monitor our employees' use of our databases and maintain records of all access to personal information.

Physical:

- Physical access to internal servers is restricted to authorized personnel.
- We restrict data center access to approved personnel via photo and passcode authentication, biometrics, and other security protocols.

- We prohibit personal information from being extracted from our systems and loaded onto laptops or other mobile devices, or from being sent out electronically.
- We limit access to personal information to certain employees for limited, approved purposes based on their specific responsibilities.
- We require annual privacy and security training for employees with access to personal information.

Please recognize that protecting your personal information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure personal information that you release on your own or that you request us to release.

Despite 23andMe's efforts to protect your personal information, there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the Internet will be intercepted.

Business Transitions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personal information and non-personal information will likely be among the assets transferred. You will be notified in advance via email and prominent notice on our website of any such change in ownership or control of your personal information. We will require an acquiring company or merger agreement to uphold the material terms of this privacy statement, including honoring requests for account deletion.

Changes to this Privacy Statement

This Privacy Statement was last updated November 11, 2007. A notice will be posted as part of this Privacy Statement and on our customer accounts' login pages for 30 days whenever this Privacy Statement is changed in a material way, highlighting both the old and new content in a way that makes the changes easy to understand. In addition, all customers will receive an email with notification of the changes.

Contact Information

If you have questions about this statement, please send an e-mail to 23andMe's privacy administrator at privacy@23andme.com. You can also contact us at this address if you have a question about 23andMe's handling of your information:

Privacy Administrator
23andMe, Inc.
2606 Bayshore Parkway
Mountain View, CA 94043

Exhibit B

 [genetics just got personal.](#)

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Summary

- 23andMe respects your privacy. 23andMe does not sell, lease, or rent your individual-level Personal Information without explicit consent.
- We are committed to providing a secure, user-controlled environment for our Services.
- This summary provides highlights of our full [Privacy Statement](#) and applies to 23andMe's collection and handling of your Personal Information. We encourage you to read the full Statement.

Definitions

- "**23andMe**" means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043.
- "**23andWe Research**" means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andWe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andWe Research activities do not include R&D.
- "**R&D**" means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- "**Service**" or "**Services**" means 23andMe's products, software, services, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

Which Personal Information We Collect

"**Personal Information**" is information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information (see [Terms of Service](#) for a full list of related definitions):

- "**Registration Information**" is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
- "**Genetic Information**" is information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to 23andMe.
- "**Self-Reported Information**" is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account. Self-Reported Information is included in 23andWe Research only if it has been indicated for 23andWe Research use on the website and if you have given consent as described in the applicable Consent Document.
- "**User Content**" is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - *other than* Genetic Information and Self-Reported Information - generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
- "**Web Behavior Information**" is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Your Information

- 23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; performing quality control activities; conducting other R&D; and, upon your authorization, conducting 23andWe Research on diseases, traits, and other conditions.
- We use Registration Information to enable your purchase, inform you when your Genetic Information is available to you, provide you with customer service, manage our Services, and authenticate your website

- visits and usage. We may also use this information to offer you other products or services or to invite you to participate in specific research projects.
- We may disclose to third parties, and/or use in our Services, "Aggregated Genetic and Self-Reported Information", which is Genetic and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence. If you have given consent for your Genetic and Self-Reported Information to be used in 23andMe Research as described in the applicable Consent Document, we may include such information in Aggregated Genetic and Self-Reported Information intended to be published in peer-reviewed scientific journals. If you do not give consent for your Genetic and Self-Reported Information to be used in 23andMe Research, we may still use your Genetic and/or Self-Reported Information for R&D purposes as described above, which may include disclosure of Aggregated Genetic and Self-Reported Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
 - We will never release your individual-level Genetic and/or Self-Reported Information to a third party without asking for and receiving your explicit consent to do so, unless required by law.
 - We use Web Behavior Information to track and monitor aggregate usage of our website, for R&D, for quality control, to improve our Services, and/or to target advertising for our products and services.
 - We give you the ability to share your Genetic Information with other 23andMe customers through sharing features.
 - We will not disclose your individual-level Personal Information to any third party, except under the following circumstances:
 - Partners or service providers (e.g. our contracted genotyping laboratory or credit card processors) use and/or store the information in order to provide you with 23andMe's Services.
 - We are required to do so by law (see the section below titled "Information Disclosure Required By Law").
 - You have provided explicit consent for us to do so.

Your Choices

- Contribution of Personal Information other than Registration Information is voluntary and permission-based.
- Whether to give consent for 23andMe to use your Genetic and Self-Reported Information for 23andMe Research is voluntary.
- Providing Self-Reported Information through surveys, forms, or features indicated for 23andMe Research use is voluntary.
- At your written request we will close your account. As a result, all Genetic Information will be removed from the account and will no longer be accessible. 23andMe will not use your Genetic Information in research taking place starting thirty (30) days after account closure. We cannot remove Genetic Information that has previously been used for published research or shared with external collaborators before account closure. (See the section below titled "Account Closure and Correction of Personal Information".)

Additional Information

- We encourage you to read 23andMe's full [Privacy Statement](#).

How to Contact Us

Questions about this Summary, our Privacy Statement, or about 23andMe's handling of your Personal Information may be emailed to privacy@23andme.com, or sent to:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

Full Privacy Statement

23andMe Respects Your Privacy

23andMe recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner.

This Privacy Statement is intended to make you aware of how we handle your Personal Information. We are committed to providing you a secure, user-controlled environment for the use of our Services. At the same time, you share responsibility for maintaining privacy and security - for example, by keeping your password secure.

We encourage you to familiarize yourself with our Privacy Statement. Our [Consent Form](#) and [Terms of Service](#) explain that, by using our website and signing up for our service, you are allowing us to process your personal information according to the provisions set forth in those documents and this Privacy Statement.

In the course of your relationship with 23andMe, we collect several types of Personal Information. Personal Information is information that could be used to identify you, either alone or in combination with other information. We collect such information from you when you purchase our Services, create a personal account, complete surveys and forms, and/or when you communicate with us or request information from us. Personal Information collected online can be combined with Personal Information collected offline. We collect five primary types of Personal Information through our Service and website.

1. **"Registration Information"** is information that we collect from you when you purchase or sign up for our Services. Examples of such information include your name, credit card information, billing and shipping addresses, and contact information, such as email address and telephone number.
2. **"Genetic Information"** consists of your genotype, e.g. the As, Ts, Cs, and Gs at particular locations in your genome. Genetic Information is generated when you purchase 23andMe's Service and your saliva sample is analyzed and processed or you otherwise contribute or access your Genetic Information through our Services. Our instructions for sample collection and shipment clearly require you to send only your saliva sample to our third-party laboratory labeled with the unique barcode and no other identifier. The unique barcode identifies you to us but not to the laboratory. We are also required to provide sex and date of birth or age to the laboratory pursuant to CLIA requirements. No other Personal Information is required for the analysis. To protect your privacy, receiving personnel at the laboratory will remove and discard any identifying information (e.g. name, address) included with saliva samples before testing personnel receive the samples for genotyping. Receiving personnel do not perform testing, and testing personnel only handle samples labeled with the unique barcode. Unless you choose to store your sample, DNA and saliva samples are destroyed after the laboratory completes its work, provided that laboratory legal and regulatory requirements no longer require the actual samples to be maintained. The laboratory securely sends the resulting Genetic Information to us along with your unique barcode. Genetic Information is stored securely on our servers; the laboratory also stores your Genetic Information, but labeled only with a sample barcode. The laboratory conducting DNA extraction and analysis does not have access to your name, other Registration Information, or any other Personal Information except your sex and date of birth or age, as required by CLIA.
3. **"Self-Reported Information"** includes information you provide to us, including but not limited to information about your disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), personal traits (e.g., eye color, height), ethnicity, and/or family history (e.g. similar information about family members). We collect this information from you if and when you enter the information into surveys, forms, or features while signed in to your account. Self-Reported Information is included in 23andMe Research only if it has been indicated for 23andMe Research use on the website and if you have given consent as described in the applicable Consent Document.
4. **"User Content"** is all information *other than* Genetic Information or Self-Reported Information generated by users of 23andMe Services and transmitted, whether publicly or privately, to 23andMe. User Content may include data, text, software, music, audio, photographs, graphics, video, messages, or other materials. For example, User Content includes posts made to the 23andMe community forums or emails to Customer Support. User Content *does not* include Genetic Information or Self-Reported Information.
5. **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Registration Information

We use your Registration Information to authenticate your website visits and usage; to enable your purchase; to communicate with you about information, services, and products that you have requested; and to manage and improve our website, software, and Services. We may also use this information to offer you services and products that may be of interest to you or invite you to participate in specific research projects. We give you the opportunity to opt out of optional communications, either through our Service or by contacting our Privacy Administrator at privacy@23andme.com.

How We Use Genetic and Self-Reported Information

We use your Genetic and Self-Reported Information to provide you with 23andMe Services, customize the user experience, and enhance our features. **IF** you allow sharing, Genetic and Self-Reported Information may be displayed in other users' accounts. Self-Reported Information is used to customize your user experience - for example, by adjusting reports of genetic risk to account for your reported behaviors or environmental exposures.

If, and only if, you have given consent to participate in 23andMe Research as described in the applicable Consent Document, we may include your Genetic Information and Self-Reported Information indicated for 23andMe Research use in Aggregated Genetic and Self-Reported Information disclosed to third parties for the purpose of publication in a peer-reviewed scientific journal. 23andMe Research is intended to advance genetic knowledge and to create, commercialize, or undertake activities toward the practical applications of this learning to the improvement of health care.

How We Use User Content and Web Behavior Information

23andMe uses User Content to provide our Services and improve the overall user experience. For example, posts made to the 23andMe community forums are publicly displayed to other users. See Section 13 of the Terms of Service for a full description of your rights relating to User Content.

Web Behavior Information is collected through log files, cookies, and web beacon technology during a visit to the 23andMe website. Web Behavior Information is used to improve our Services and the overall user experience.

Log Files. When users visit our website, 23andMe gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e. a list of pages or URLs visited). We use this information, which is not designed to identify individual users, to analyze trends, administer the site, track users' movements around the site, and gather demographic information about our user base as a whole. We may, in some circumstances, need to review this automatically collected data in combination with specific Registration Information to identify and resolve issues for individual users.

Cookies. The 23andMe website also uses cookies. A cookie is a small text file that is stored on a user's computer when you visit our website or any other website through your computer. We use both session cookies and persistent cookies to make it easier for you to navigate our site, improve the security of your Personal Information, enhance the functionality of certain features, and improve performance. The cookies we employ are used to enable secure access to your account when you are signed in to your account and are only applicable within the confines of our website.

A session cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file. However, if you set your browser to reject cookies, your ability to use our site will be significantly impaired. In particular, you will not be able to access any part of our site that requires a sign-in, such as your account.

Web Beacons. A web beacon is a clear graphic image that is loaded by your web browser when it accesses a website and that records a user's visit to a particular web page. We, or third parties that work for us, may place cookies and web beacons on our website, in our emails, and in our advertisements that appear on other websites or in emails sent by others that mention our products and services with our permission. The purpose of our web beacons is to support operation of our website and to offer additional products and services through targeted advertisements. For example, we may use beacons to determine when someone views a web page, count how many individuals visit our website after clicking advertisements placed on other websites, or count how many people have purchased products from our website after viewing an advertisement we placed. Web beacons may also help us determine the effectiveness of an email campaign because the beacons can count the number of individuals who open an email or forward it to others. We use this Web Behavior Information to better tailor our marketing to you and may also use this information to customize content on our website, enable a shopping cart, or conduct research. Third parties only collect anonymous Web Behavior Information through the use of web beacons, allowing statistical analysis relating to the performance of our advertising.

If you wish to disable web beacons, it is possible to prevent your browser from loading them, although there is not currently a standard method for doing so.

Information Sharing

23andMe gives you the ability to connect with other individuals who have 23andMe accounts through our community forums, relative finding features, and other sharing features. For some features, opt-out is required to avoid notifications. In addition, you may choose to disclose, through other means not associated with 23andMe, any part of your Personal Information to friends and/or family members, groups of individuals, third-party service providers, doctors or other health care professionals, and/or other individuals. We recommend that you make such choices carefully.

Personal Information, once released or shared, can be difficult to contain. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with a third party. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of that person. It is incumbent upon customers to share Personal Information only with people they know and trust. Users with multi-profile accounts should use caution in setting profile-level privacy settings.

Information Disclosure

- Partners or service providers (e.g., credit card processors or our contracted genotyping laboratory) process and/or store the information in order to provide you with 23andMe's Services.
- We are required to do so by law (see the section below titled "Information Disclosure Required By Law").
- You have provided explicit consent for us to do so.

23andMe may disclose Personal Information for the following reasons:

- **23andMe Research.** 23andMe may disclose Aggregated Genetic and Self-Reported Information intended to be published in a peer-reviewed scientific journal to research collaborators or as a result of publication. You may give/withhold consent for your data to be used in 23andMe Research when viewing the applicable Consent Document during the process of claiming your Genetic Information into your account. You may also give consent or change your global consent status through your Account Settings at any subsequent time; however, we cannot withdraw information that has previously been used for published research or shared with external collaborators prior to your request to withdraw consent.
- **Contact information.** 23andMe will ask for and require your explicit consent to allow partner organizations direct access to your Registration Information.
- **Commercial partnerships.** 23andMe may enter into commercial arrangements to enable partners to provide our Service to their customers and/or to provide you access to their products and services. We will not provide any individual-level Personal Information to these commercial partners without your explicit consent. 23andMe may include your Genetic and/or Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to these commercial partners even if you have not given consent for your data to be used in 23andMe Research.

Information Disclosure Required By Law

Under certain circumstances Personal Information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders. You acknowledge and agree that 23andMe is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public. In such event we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order.

Linked Websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your Personal Information to organizations operating linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

Account Closure and Correction of Personal Information

If you no longer wish to participate in our Services, you may close your account by sending a request to Customer Support at help@23andme.com. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in the applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research will not be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) for accounting and compliance purposes.

If your Personal Information changes, you may correct or update your Registration Information via your Account Settings page. You may also correct or reset Self-Reported Information entered into a survey, form, or feature indicated for 23andMe Research use by emailing a request to Customer Support at help@23andme.com and including the name of the specific survey, form, or feature.

Children's Privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed or intended to attract children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide Self-Reported Information on behalf of his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of reasonable physical, technical, and administrative measures to safeguard your Personal Information, in accordance with current technological and industry standards. In particular, all connections to and from our website are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Business Transitions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

Changes to This Privacy Statement

This Privacy Statement was last updated June 24, 2010. Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes.

Contact Information

If you have questions about this statement, please email 23andMe's Privacy Administrator at privacy@23andme.com. You can also contact us at this address if you have a question about 23andMe's handling of your information:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

Last updated June 24, 2010. Click [here](#) to see a summary of changes.

[Read the previous version of the document.](#)

Exhibit C

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Summary

- 23andMe respects your privacy. 23andMe does not sell, lease, or rent your individual-level Personal Information without explicit consent.
- We are committed to providing a secure, user-controlled environment for our Services.
- This summary provides highlights of our full [Privacy Statement](#) and applies to 23andMe's collection and handling of your Personal Information. We encourage you to read the full Statement.

Definitions

- **"23andMe"** means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043.
- **"23andWe Research"** means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andWe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andWe Research activities do not include R&D.
- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- **"Service"** or **"Services"** means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

Which Personal Information We Collect

"Personal Information" is information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information (see [Terms of Service](#) for a full list of related definitions):

- **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
- **"Genetic Information"** is information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to 23andMe.
- **"Self-Reported Information"** is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account. Self-Reported Information is included in 23andWe Research only if you have given consent as described in the applicable Consent Document.
- **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - *other than* Genetic Information and Self-Reported Information - generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
- **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Your Information

- 23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; informing you about events; inviting you to participate in specific research projects, contacting you to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, upon your authorization, conducting 23andWe Research.
- We use Registration Information to enable your purchase, inform you when your Genetic Information is available to you, provide you with customer service, manage our Services, and authenticate your website visits and usage.
- We may disclose to third parties, and/or use in our Services, **"Aggregated Genetic and Self-Reported Information"**, which is Genetic and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence. If you have given consent for your Genetic and Self-Reported Information to be used in 23andWe Research as described in the applicable Consent Document, we may include such information in Aggregated Genetic and Self-Reported Information intended to be published in peer-reviewed scientific journals. If you have given consent to participate in 23andWe Research, we may also allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines. If you do not give consent for your Genetic and Self-Reported Information to be used in 23andWe Research, we may still use your Genetic

- and/or Self-Reported Information for R&D purposes as described above, which may include disclosure of Aggregated Genetic and Self-Reported Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
- Except as otherwise set forth herein, we will never release your individual-level Genetic and/or Self-Reported Information to a third party without asking for and receiving your explicit consent to do so, unless required by law.
 - We use Web Behavior Information to track and monitor aggregate usage of our website, for R&D, for quality control, to improve our Services, and/or to target advertising for our products and services, and if you have given consent to participate in 23andWe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andWe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andWe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
 - We give you the ability to share your Genetic Information with other 23andMe customers through sharing features.

Information Disclosure

- We will not disclose your individual-level Personal Information to any third party, except under the following circumstances:
 - Partners or service providers (e.g. our contracted genotyping laboratory or credit card processors) use and/or store the information in order to provide you with 23andMe's Services.
 - If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
 - We are required to do so by law (see the section below titled "Information Disclosure Required By Law").
 - You have provided explicit consent for us to do so.

Your Choices

- Contribution of Personal Information other than Registration Information is voluntary and permission-based.
- Whether to give consent for 23andMe to use your Genetic and Self-Reported Information for 23andWe Research is voluntary.
- Providing Self-Reported Information through surveys, forms, or features is voluntary.
- At your written request we will close your account. As a result, all Genetic Information will be removed from the account and will no longer be accessible. 23andMe will not use your Genetic Information in new research that starts thirty (30) days or more after account closure. We cannot remove Genetic Information that has previously been used for published research or shared with external collaborators before account closure. (See the section below titled "Account Closure and Correction of Personal Information".)

Additional Information

- We encourage you to read 23andMe's full [Privacy Statement](#).

How to Contact Us

Questions about this Summary, our Privacy Statement, or about 23andMe's handling of your Personal Information may be emailed to privacy@23andme.com, or sent to:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

tull privacy statement

Definitions

- **"23andMe"** means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043.
- **"23andWe Research"** means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andWe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andWe Research activities do not include R&D.
- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- **"Service"** or **"Services"** means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

23andMe Respects Your Privacy

23andMe recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner.

This Privacy Statement for www.23andme.com and our mobile application (TwentyThree) is intended to make you aware of how we handle your Personal Information. We are committed to providing you a secure, user-controlled environment for the use of our Services. At the same time, you share responsibility for maintaining privacy and security - for example, by keeping your password secure.

We encourage you to familiarize yourself with this Privacy Statement. Our [Consent Form](#) and [Terms of Service](#) explain that, by using our website and signing up for our service, you are allowing us to process your personal information according to the provisions set forth in those documents and this Privacy Statement.

23andMe has been awarded TRUSTe's Privacy Seal signifying that this privacy statement and practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers only information that is collected through this Web site, www.23andme.com. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy statement or practices, please contact us at privacy@23andme.com or Privacy Administrator, 23andMe, Inc. 1390 Shorebird Way, Mountain View, CA 94043. If you are not satisfied with our response you can contact [TRUSTe here](#).

Your Personal Information

In the course of your relationship with 23andMe, we collect several types of Personal Information. **"Personal Information"** is information that could be used to identify you, either alone or in combination with other information. We collect such information from you when you purchase our Services, create a personal account, complete surveys and forms, and/or when you communicate with us or request information from us. Personal Information collected online or through our mobile application can be combined with Personal Information collected offline. We collect five primary types of Personal Information through our Service and website.

1. **"Registration Information"** is information that we collect from you when you purchase or sign up for our Services. Examples of such information include your name, credit card information, billing and shipping addresses, and contact information, such as email address and telephone number.
2. **"Genetic Information"** consists of your genotype, e.g. the As, Ts, Cs, and Gs at particular locations in your genome. Genetic Information is generated when you purchase 23andMe's Service and your saliva sample is analyzed and processed or you otherwise contribute or access your Genetic Information through our Services. Our instructions for sample collection and shipment clearly require you to send only your saliva sample to our third-party laboratory labeled with the unique barcode and no other identifier. The unique barcode identifies you to us but not to the laboratory. We are also required to provide sex and date of birth or age to the laboratory pursuant to Clinical Laboratory Improvement Amendments (CLIA) requirements. No other Personal Information is required for the analysis. To protect your privacy, receiving personnel at the laboratory will remove and discard any identifying information (e.g. name, address) included with saliva samples before testing personnel receive the samples for genotyping. Receiving personnel do not perform testing, and testing personnel only handle samples labeled with the unique barcode. Unless you choose to store your sample, DNA and saliva samples are destroyed after the laboratory completes its work, provided that laboratory legal and regulatory requirements no longer require the actual samples to be maintained. The laboratory securely sends the resulting Genetic Information to us along with your unique barcode. Genetic Information is stored securely on our servers; the laboratory also stores your Genetic Information, but labeled only with a sample barcode. The laboratory conducting DNA extraction and analysis does not have access to your name, other Registration Information, or any other Personal Information except your sex and date of birth or age, as required by CLIA.
3. **"Self-Reported Information"** includes information you provide to us, including but not limited to information about your disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), personal traits (e.g., eye color, height), ethnicity, and/or family history (e.g. similar information about family members). We collect this information from you if and when you enter the information into surveys, forms, or features while signed in to your account. Self-Reported Information is included in 23andMe Research only you have given consent as described in the applicable Consent Document.
4. **"User Content"** is all information *other than* Genetic Information or Self-Reported Information generated by users of 23andMe Services and transmitted, whether publicly or privately, to 23andMe. User Content may include data, text, software, music, audio, photographs, graphics, video, messages, or other materials. For example, User Content includes posts made to the 23andMe community forums or emails to Customer Support. User Content *does not* include Genetic Information or Self-Reported Information.
5. **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Personal Information

23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; informing you about events; inviting you to participate in specific research projects, contacting you to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, upon your authorization, conducting 23andMe Research. We do not ask you for, access, or track any location-based information from your mobile device at any time while downloading or using our mobile application or Services. Below we will describe the additional ways in which we use subsets of Personal Information.

How We Use Registration Information

We use your Registration Information to authenticate your website and mobile application visits and usage; to enable your purchase; to communicate with you about information, services, and products that you have requested; and to manage and improve our website, mobile application, software, and Services. We give you the opportunity to opt out of optional communications, either through our Service or by contacting our Privacy Administrator at privacy@23andme.com.

How We Use Genetic and Self-Reported Information

We use your Genetic and Self-Reported Information to provide you with 23andMe Services, customize the user experience, and enhance our features. **IF** you allow sharing, Genetic and Self-Reported Information may be displayed in other users' accounts. Self-Reported Information is used to customize your user experience - for example, by adjusting reports of genetic risk to account for your reported behaviors or environmental exposures.

If, and only if, you have given consent to participate in 23andWe Research as described in the applicable Consent Document, we may include your Genetic Information and Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to third parties for the purpose of publication in a peer-reviewed scientific journal. 23andWe Research is intended to advance genetic knowledge and to create, commercialize, or undertake activities toward the practical applications of this learning to the improvement of health care. Towards the same goals, if you have given consent to participate in 23andWe Research, we may allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.

If you do not give your consent to participate in 23andWe Research, 23andMe may still use your Genetic and Self-Reported Information for purposes such as quality control or other R&D activities. Genetic and Self-Reported Information used for such purposes may be included in Aggregated Genetic and Self-Reported Information disclosed to third-party research partners who will not publish the information in a peer-reviewed scientific journal. Research partners may include commercial or non-profit organizations that conduct or support scientific/medical research or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions.

How We Use User Content and Web Behavior Information

23andMe uses User Content to provide our Services and improve the overall user experience. For example, posts made to the 23andMe community forums are publicly displayed to other users. By submitting, posting, or displaying User Content, you give 23andMe a non-exclusive license to use any User Content that you submit, post, or display on or through the Services, as further described in Section 13 of the [Terms of Service](#). 23andMe may make such User Content available to other companies, organizations, or individuals with whom 23andMe has relationships, and to use such User Content in connection with the provision of those services. 23andMe, in performing the required technical steps to provide the Services to our users, may also (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media.

Web Behavior Information is collected through log files, cookies, and web beacon technology during a visit to the 23andMe website. Web Behavior Information is used to improve our Services and the overall user experience, and if you have given consent to participate in 23andWe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andWe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andWe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.

Log Files. When users visit our website or use our mobile application, 23andMe gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e. a list of pages or URLs visited). We use this information, which is not designed to identify individual users, to analyze trends, administer the site, track users' movements around the site, and gather demographic information about our user base as a whole. We may, in some circumstances, need to review this automatically collected data in combination with specific Registration Information to identify and resolve issues for individual users.

Cookies. The 23andMe website also uses cookies. A cookie is a small text file that is stored on a user's computer when you visit our website or any other website through your computer. We use both session cookies and persistent cookies to make it easier for you to navigate our site, improve the security of your Personal Information, enhance the functionality of certain features, and improve performance. The cookies we employ are used to enable secure access to your account when you are signed in to your account and are only applicable within the confines of our website.

A session cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file. However, if you set your browser to reject cookies, your ability to use our site will be significantly impaired. In particular, you will not be able to access any part of our site that requires a sign-in, such as your account.

Web Beacons. A web beacon is a clear graphic image that is loaded by your web browser when it accesses a website and that records a user's visit to a particular web page. We, or third parties that work for us, may place cookies and web beacons on our website, in our emails, and in our advertisements that appear on other websites or in emails sent

by others that mention our products and services with our permission. The purpose of our web beacons is to support operation of our website and to offer additional products and services through targeted advertisements. For example, we may use beacons to determine when someone views a web page, count how many individuals visit our website after clicking advertisements placed on other websites, or count how many people have purchased products from our website after viewing an advertisement we placed. Web beacons may also help us determine the effectiveness of an email campaign because the beacons can count the number of individuals who open an email or forward it to others. We use this Web Behavior Information to better tailor our marketing to you and may also use this information to customize content on our website, enable a shopping cart, or conduct research. Third parties only collect anonymous Web Behavior Information through the use of web beacons, allowing statistical analysis relating to the performance of our advertising.

If you wish to disable web beacons, it is possible to prevent your browser from loading them, although there is not currently a standard method for doing so.

Information Sharing

23andMe gives you the ability to connect with other individuals who have 23andMe accounts through our community forums, relative finding features, and other sharing features. For some features, opt-out is required to avoid notifications. In addition, you may choose to disclose, through other means not associated with 23andMe, any part of your Personal Information to friends and/or family members, groups of individuals, third-party service providers, doctors or other health care professionals, and/or other individuals. We recommend that you make such choices carefully.

Personal Information, once released or shared, can be difficult to contain. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with a third party. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of that person. It is incumbent upon customers to share Personal Information only with people they know and trust. Users with multi-profile accounts should use caution in setting profile-level privacy settings.

Ordering 23andMe Services as a Gift

If you provide us personal information about others, or if others give us your information for purposes of ordering the Personal Genome Service as a gift, we will only use that information for the specific reason for which it was provided to us, provided that once a gift recipient registers for his or her Services and agrees to our TOS, Privacy Statement and if applicable, Consent Form, his or her information will be used consistent with this Privacy Statement and those agreements.

Sharing Discoveries

If you provide us personal information about others within the mobile application for the purposes of sharing a 23andMe discovery we will use the email address you provide, or access your contacts list if you choose to allow us to do so, to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe does not store this information.

If you provide us personal information about others on our website for the purposes of sharing a 23andMe discovery we will use the email address you provide and any additional information you provide to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe stores this information for the sole purpose of sending this one-time email. Your friend may contact us at help@23andme.com to request that we remove this information from our database.

Information Disclosure

We do not sell, lease, or rent your individual-level Personal Information without your explicit consent. As a general rule, 23andMe will not disclose your individual-level Personal Information to any third party, except under the following circumstances:

- Partners or service providers (e.g. credit card processors or our contracted genotyping laboratory) process and/or store the information in order to provide you with 23andMe's Services.
- If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
- We are required to do so by law (see the section below titled "Information Disclosure Required By Law").
- You have provided explicit consent for us to do so.

23andMe may disclose Personal Information for the following reasons:

- **23andWe Research.** 23andMe may disclose Aggregated Genetic and Self-Reported Information intended to be published in a peer-reviewed scientific journal to research collaborators or as a result of publication. You may give/withhold consent for your data to be used in 23andWe Research when viewing the applicable Consent Document during the process of claiming your Genetic Information into your account. You may also give consent or change your global consent status through your Account Settings at any subsequent time which will be effective thirty (30) days thereafter; however, we cannot withdraw information that has previously been used for published research or shared with external collaborators prior to your request to withdraw consent. 23andMe will

- not use your Genetic Information in new research that starts thirty (30) days or more after your withdrawal of consent.
- **Contact information.** 23andMe will ask for and require your explicit consent to allow partner organizations direct access to your Registration Information.
 - **Commercial partnerships.** 23andMe may enter into commercial arrangements to enable partners to provide our Service to their customers and/or to provide you access to their products and services. We will not provide any individual-level Personal Information to these commercial partners without your explicit consent. 23andMe may include your Genetic and/or Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to these commercial partners even if you have not given consent for your data to be used in 23andWe Research.
 - **Family Tree Health Mode.** If you opt to use 23andMe's collaborative Family Tree Health Mode feature, the FTHM terms of service apply.

Information Disclosure Required By Law

Under certain circumstances Personal Information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders. You acknowledge and agree that 23andMe is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public. In such event we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. As relates to 23andMe's IRB-approved research, 23andMe has obtained a Certificate of Confidentiality from the National Institutes of Health. If you are participating in 23andMe's IRB-approved research, 23andMe will withhold disclosure of your Personal Information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with the Certificate of Confidentiality. There are limits to what the Certificate of Confidentiality covers (for more information, please visit the [Certificates of Confidentiality Kiosk](#)).

Linked Websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your Personal Information to organizations operating linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

Customer Testimonials

We post customer testimonials on our web site, and may use testimonials in other formats consistent with consent received. Customer testimonials may contain personally identifiable information. We may use your Personal Information to contact you to obtain a testimonial and obtain your consent via email or agreement sent via fax, pdf or mail prior to using such testimonial and/or using your name along with your testimonial.

Account Closure and Correction of Personal Information

If you no longer wish to participate in our Services, you may close your account by sending a request to Customer Support at help@23andme.com. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in the applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andWe Research will not be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) for accounting and compliance purposes.

If your Personal Information changes, you may correct or update your Registration Information via your Account Settings page. You may also correct or reset Self-Reported Information entered into a survey, form, or feature by emailing a request to Customer Support at help@23andme.com and including the name of the specific survey, form, or feature.

Newsletter and Email Communications

You may choose to stop or start receiving our newsletter or marketing emails by changing your notifications settings in your account (go to Account, Settings, Notifications) or you can contact us at privacy@23andme.com.

Children's Privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed or intended to attract children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide Self-Reported Information on behalf of his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of reasonable physical, technical, and administrative measures to safeguard your Personal Information, in accordance with current technological and industry standards. In particular, all connections to and from our website and mobile application are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Business Transitions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

Changes to This Privacy Statement

This Privacy Statement was last updated December 1, 2011. Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes.

Contact Information

If you have questions about this statement, please email 23andMe's Privacy Administrator at privacy@23andme.com. You can also contact us at this address if you have a question about 23andMe's handling of your information:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

Exhibit D

about 23andMe

Team 23andMe
Media Center
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who we are

Board of Directors
Leadership Team
Research Team
Editorial Advisors
Scientific Advisory Board

privacy highlights page

Summary

- 23andMe respects your privacy. 23andMe does not sell, lease, or rent your individual-level Personal Information without explicit consent.
- We are committed to providing a secure, user-controlled environment for our Services.
- This summary provides highlights of our full [Privacy Statement](#) and applies to 23andMe's collection and handling of your Personal Information. We encourage you to read the full Statement.

Definitions

- **"23andMe"** means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043.
- **"23andWe Research"** means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andWe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andWe Research activities do not include R&D.
- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- **"Service"** or **"Services"** means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

Which Personal Information We Collect

"Personal Information" is information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information (see [Terms of Service](#) for a full list of related definitions):

- **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
- **"Genetic Information"** is information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to 23andMe.
- **"Self-Reported Information"** is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account. Self-Reported Information is included in 23andWe Research only if you have given consent as described in the applicable Consent Document.
- **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - *other than* Genetic Information and Self-Reported Information - generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
- **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Your Information

- 23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; informing you about events; inviting you to participate in specific research projects, contacting you to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, upon your consent, conducting 23andWe Research.
- We use Registration Information to enable your purchase, inform you when your Genetic Information is available to you, provide you with customer service, manage our Services, and authenticate your website visits and usage.
- We may disclose to third parties, and/or use in our Services, **"Aggregated Genetic and Self-Reported Information"**, which is Genetic and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence. If you have given consent for your Genetic and Self-Reported Information to be used in 23andWe Research as described in the applicable Consent Document, we may include such information in Aggregated Genetic and Self-Reported Information intended to be published in peer-reviewed scientific journals. If you have given consent to participate in 23andWe Research, we may also allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines. Similarly, if you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must

- comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use. If you do not give consent for your Genetic and Self-Reported Information to be used in 23andWe Research or your individual-level Genetic and Self-Reported Information to be used in the Research Portal, we may still use your Genetic and/or Self-Reported Information for R&D purposes as described above, which may include disclosure of Aggregated Genetic and Self-Reported Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
- Except as otherwise set forth herein, we will never release your individual-level Genetic and/or Self-Reported Information to a third party without asking for and receiving your explicit consent to do so, unless required by law.
 - We use Web Behavior Information to track and monitor aggregate usage of our website, for R&D, for quality control, to improve our Services, and/or to target advertising for our products and services, and if you have given consent to participate in 23andWe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andWe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andWe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
 - We give you the ability to share your Genetic Information with other 23andMe customers through sharing features.

Information Disclosure

- We will not disclose your individual-level Personal Information to any third party, except under the following circumstances:
 - Partners or service providers (e.g. our contracted genotyping laboratory or credit card processors) use and/or store the information in order to provide you with 23andMe's Services.
 - If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
 - If you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use.
 - We are required to do so by law or we do so in coordination with regulatory authorities (see the section below titled "Information Disclosure Required By Law").
 - You have provided explicit consent for us to do so.

Your Choices

- Contribution of Personal Information other than Registration Information is voluntary and permission-based.
- Whether to give consent for 23andMe to use your Genetic and Self-Reported Information for 23andWe Research or the Research Portal is voluntary.
- Providing Self-Reported Information through surveys, forms, or features is voluntary.
- At your written request we will close your account. As a result, all Genetic Information will be removed from the account and will no longer be accessible. 23andMe will not use your Genetic Information in new research that starts thirty (30) days or more after account closure. We cannot remove Genetic Information that has previously been used for published research or shared with external collaborators before account closure. (See the section below titled "Account Closure and Correction of Personal Information".)

Additional Information

- We encourage you to read 23andMe's full [Privacy Statement](#).

How to Contact Us

Questions about this Summary, our Privacy Statement, or about 23andMe's handling of your Personal Information may be emailed to privacy@23andme.com, or sent to:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

full privacy statement

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- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing

quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.

- "Service" or "Services" means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

23andMe Respects Your Privacy

23andMe recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner.

This Privacy Statement for www.23andme.com and our mobile application (TwentyThree) is intended to make you aware of how we handle your Personal Information. We are committed to providing you a secure, user-controlled environment for the use of our Services. At the same time, you share responsibility for maintaining privacy and security - for example, by keeping your password secure.

We encourage you to familiarize yourself with this Privacy Statement. Our [Consent Form](#) and [Terms of Service](#) explain that, by using our website and signing up for our service, you are allowing us to process your personal information according to the provisions set forth in those documents and this Privacy Statement.

23andMe has been awarded TRUSTe's Privacy Seal signifying that this privacy statement and practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers only information that is collected through this Web site, www.23andme.com. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy statement or practices, please contact us at privacy@23andme.com or Privacy Administrator, 23andMe, Inc. 1390 Shorebird Way, Mountain View, CA 94043. If you are not satisfied with our response you can contact [TRUSTe here](#).

Your Personal Information

In the course of your relationship with 23andMe, we collect several types of Personal Information. **"Personal Information"** is information that could be used to identify you, either alone or in combination with other information. We collect such information from you when you purchase our Services, create a personal account, complete surveys and forms, and/or when you communicate with us or request information from us. Personal Information collected online or through our mobile application can be combined with Personal Information collected offline. We collect five primary types of Personal Information through our Service and website.

1. **"Registration Information"** is information that we collect from you when you purchase or sign up for our Services. Examples of such information include your name, credit card information, billing and shipping addresses, and contact information, such as email address and telephone number.
2. **"Genetic Information"** consists of your genotype, e.g. the As, Ts, Cs, and Gs at particular locations in your genome. Genetic Information is generated when you purchase 23andMe's Service and your saliva sample is analyzed and processed or you otherwise contribute or access your Genetic Information through our Services. Our instructions for sample collection and shipment clearly require you to send only your saliva sample to our third-party laboratory labeled with the unique barcode and no other identifier. The unique barcode identifies you to us but not to the laboratory. We are also required to provide sex and date of birth or age to the laboratory pursuant to Clinical Laboratory Improvement Amendments (CLIA) requirements. No other Personal Information is required for the analysis. To protect your privacy, receiving personnel at the laboratory will remove and discard any identifying information (e.g. name, address) included with saliva samples before testing personnel receive the samples for genotyping. Receiving personnel do not perform testing, and testing personnel only handle samples labeled with the unique barcode. Unless you choose to store your sample, DNA and saliva samples are destroyed after the laboratory completes its work, provided that laboratory legal and regulatory requirements no longer require the actual samples to be maintained. The laboratory securely sends the resulting Genetic Information to us along with your unique barcode. Genetic Information is stored securely on our servers; the laboratory also stores your Genetic Information, but labeled only with a sample barcode. The laboratory conducting DNA extraction and analysis does not have access to your name, other Registration Information, or any other Personal Information except your sex and date of birth or age, as required by CLIA.
3. **"Self-Reported Information"** includes information you provide to us, including but not limited to information about your disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), personal traits (e.g., eye color, height), ethnicity, and/or family history (e.g. similar information about family members). We collect this information from you if and when you enter the information into surveys, forms, or features while signed in to your account. Self-Reported Information is included in 23andMe Research only you have given consent as described in the applicable Consent Document.
4. **"User Content"** is all information *other than* Genetic Information or Self-Reported Information generated by users of 23andMe Services and transmitted, whether publicly or privately, to 23andMe. User Content may include data, text, software, music, audio, photographs, graphics, video, messages, or other materials. For example, User Content includes posts made to the 23andMe community forums or emails to Customer Support. User Content *does not* include Genetic Information or Self-Reported Information.
5. **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

How We Use Personal Information

How We Use Registration Information

We use your Registration Information to authenticate your website and mobile application visits and usage; to enable your purchase; to communicate with you about information, services, and products that you have requested; and to manage and improve our website, mobile application, software, and Services. We give you the opportunity to opt out of optional communications, either through our Service or by contacting our Privacy Administrator at privacy@23andme.com.

How We Use Genetic and Self-Reported Information

We use your Genetic and Self-Reported Information to provide you with 23andMe Services, customize the user experience, and enhance our features. **IF** you allow sharing, Genetic and Self-Reported Information may be displayed in other users' accounts. Self-Reported Information is used to customize your user experience - for example, by adjusting reports of genetic risk to account for your reported behaviors or environmental exposures.

If, and only if, you have given consent to participate in 23andMe Research as described in the applicable Consent Document, we may include your Genetic Information and Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to third parties for the purpose of publication in a peer-reviewed scientific journal. 23andMe Research is intended to advance genetic knowledge and to create, commercialize, or undertake activities toward the practical applications of this learning to the improvement of health care. Towards the same goals, if you have given consent to participate in 23andMe Research, we may allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines. If, and only if, you have given consent to use of your individual-level data in the Research Portal, we may provide your individual-level Genetic Information and/or Self-Reported Information to qualified researchers for the purpose of scientific research and publication in a peer-reviewed scientific journal, which could also lead to commercial uses of such information. When your Genetic Information and/or Self-Reported Information is being used for research purposes, pursuant to 23andMe Research, research onsite at 23andMe or via the Research Portal, it will never be combined with your Registration Information.

If you do not give your consent to participate in 23andMe Research, 23andMe may still use your Genetic and Self-Reported Information for purposes such as quality control or other R&D activities. Genetic and Self-Reported Information used for such purposes may be included in Aggregated Genetic and Self-Reported Information disclosed to third-party research partners who will not publish the information in a peer-reviewed scientific journal. Research partners may include commercial or non-profit organizations that conduct or support scientific/medical research or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions.

How We Use User Content and Web Behavior Information

23andMe uses User Content to provide our Services and improve the overall user experience. For example, posts made to the 23andMe community forums are publicly displayed to other users. By submitting, posting, or displaying User Content, you give 23andMe a non-exclusive license to use any User Content that you submit, post, or display on or through the Services, as further described in Section 13 of the [Terms of Service](#). 23andMe may make such User Content available to other companies, organizations, or individuals with whom 23andMe has relationships, and to use such User Content in connection with the provision of those services. 23andMe, in performing the required technical steps to provide the Services to our users, may also (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media.

Web Behavior Information is collected through log files, cookies, and web beacon technology during a visit to the 23andMe website. Web Behavior Information is used to improve our Services and the overall user experience, and if you have given consent to participate in 23andMe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andMe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andMe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.

Log Files. When users visit our website or use our mobile application, 23andMe gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e. a list of pages or URLs visited). We use this information, which is not designed to identify individual users, to analyze trends, administer the site, track users' movements around the site, and gather demographic information about our user base as a whole.

Web Beacons. A web beacon is a clear graphic image that is loaded by your web browser when it accesses a website and that records a user's visit to a particular web page. We, or third parties that work for us, may place cookies and web beacons on our website, in our emails, and in our advertisements that appear on other websites or in emails sent by others that mention our products and services with our permission. The purpose of our web beacons is to support operation of our website and to offer additional products and services through targeted advertisements. For example, we may use beacons to determine when someone views a web page, count how many individuals visit our website after clicking advertisements placed on other websites, or count how many people have purchased products from our website after viewing an advertisement we placed. Web beacons may also help us determine the effectiveness of an email campaign because the beacons can count the number of individuals who open an email or forward it to others. We use this Web Behavior Information to better tailor our marketing to you and may also use this information to customize content on our website, enable a shopping cart, or conduct research. Third parties only collect anonymous Web Behavior Information through the use of web beacons, allowing statistical analysis relating to the performance of our advertising.

If you wish to disable web beacons, it is possible to prevent your browser from loading them, although there is not currently a standard method for doing so.

Information Sharing

23andMe gives you the ability to connect with other individuals who have 23andMe accounts through our community forums, relative finding features, and other sharing features. For some features, opt-out is required to avoid notifications. In addition, you may choose to disclose, through other means not associated with 23andMe, any part of your Personal Information to friends and/or family members, groups of individuals, third-party service providers, doctors or other health care professionals, and/or other individuals. We recommend that you make such choices carefully.

Personal Information, once released or shared, can be difficult to contain. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with a third party. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of that person. It is incumbent upon customers to share Personal Information only with people they know and trust. Users with multi-profile accounts should use caution in setting profile-level privacy settings.

Ordering 23andMe Services as a Gift

If you provide us personal information about others, or if others give us your information for purposes of ordering the Personal Genome Service as a gift, we will only use that information for the specific reason for which it was provided to us, provided that once a gift recipient registers for his or her Services and agrees to our TOS, Privacy Statement and if applicable, Consent Form, his or her information will be used consistent with this Privacy Statement and those agreements.

Sharing Discoveries

If you provide us personal information about others within the mobile application for the purposes of sharing a 23andMe discovery we will use the email address you provide, or access your contacts list if you choose to allow us to do so, to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe does not store this information.

If you provide us personal information about others on our website for the purposes of sharing a 23andMe discovery we will use the email address you provide and any additional information you provide to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe stores this information for the sole purpose of sending this one-time email. Your friend may contact us at help@23andme.com to request that we remove this information from our database.

Information Disclosure

We do not sell, lease, or rent your individual-level Personal Information without your explicit consent. As a general rule, 23andMe will not disclose your individual-level Personal Information to any third party, except under the following circumstances:

- Partners or service providers (e.g. credit card processors or our contracted genotyping laboratory) process and/or store the information in order to provide you with 23andMe's Services.
- If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
- If you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use.

23andMe may disclose Personal Information for the following reasons:

- **23andWe Research.** 23andMe may disclose Aggregated Genetic and Self-Reported Information intended to be published in a peer-reviewed scientific journal to research collaborators or as a result of publication. You may give/withhold consent for your data to be used in 23andWe Research when viewing the applicable Consent Document during the process of claiming your Genetic Information into your account. You may also give consent or change your global consent status through your Account Settings at any subsequent time which will be effective thirty (30) days thereafter; however, we cannot withdraw information that has previously been used for published research or shared with external collaborators prior to your request to withdraw consent. 23andMe will not use your Genetic Information in new research that starts thirty (30) days or more after your withdrawal of consent.
- **Contact information.** 23andMe will ask for and require your explicit consent to allow partner organizations direct access to your Registration Information.
- **Commercial partnerships.** 23andMe may enter into commercial arrangements to enable partners to provide our Service to their customers and/or to provide you access to their products and services. We will not provide any individual-level Personal Information to these commercial partners without your explicit consent. 23andMe may include your Genetic and/or Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to these commercial partners even if you have not given consent for your data to be used in 23andWe Research.
- **Family Tree Health Mode.** If you opt to use 23andMe's collaborative Family Tree Health Mode feature, the FTHM terms of service apply.

Information Disclosure Required By Law

Under certain circumstances Personal Information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. You acknowledge and agree that 23andMe is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public. In the event we are required by law to make a disclosure, we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. As relates to 23andMe's IRB-approved research, 23andMe has obtained a Certificate of Confidentiality from the National Institutes of Health. If you are participating in 23andMe's IRB-approved research, 23andMe will withhold disclosure of your Personal Information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with the Certificate of Confidentiality. There are limits to what the Certificate of Confidentiality covers (for more information, please visit the [Certificates of Confidentiality Kiosk](#)).

Linked Websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your Personal Information to organizations operating linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

Customer Testimonials

We post testimonials from consenting customers on our web site, and may use testimonials in other formats consistent with consent received. Customer testimonials may contain personally identifiable information. We may use your Personal Information to contact you to obtain a testimonial and obtain your consent via email or agreement sent via fax, pdf or mail prior to using such testimonial and/or using your name along with your testimonial.

Account Closure and Correction of Personal Information

If you no longer wish to participate in our Services, you may close your account by sending a request to Customer Support at help@23andme.com. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in the applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andWe Research or the Research Portal will not be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) for accounting and compliance purposes.

If your Personal Information changes, you may correct or update your Registration Information via your Account Settings page. You may also correct or reset Self-Reported Information entered into a survey, form, or feature by

Newsletter and Email Communications

You may choose to stop or start receiving our newsletter or marketing emails by changing your notifications settings in your account (go to Account, Settings, Notifications) or you can contact us at privacy@23andme.com.

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Contact Information

If you have questions about this statement, please email 23andMe's Privacy Administrator at privacy@23andme.com. You can also contact us at this address if you have a question about 23andMe's handling of your information:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

[Read the previous version of the document.](#)

Exhibit E

[welcome](#)[ancestry](#)[how it works](#)[buy](#)[search](#)[help](#)

23andMe provides ancestry-related genetic reports and uninterpreted raw genetic data. We no longer offer our health-related genetic reports. If you are a current customer please go to the [health page](#) for more information. [Close alert](#).

About 23andMe

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Who we are

[Board of Directors](#)[Leadership Team](#)[Research Team](#)[Editorial Advisors](#)[Scientific Advisory Board](#)

Privacy Highlights

Summary

- 23andMe respects your privacy. 23andMe does not sell, lease, or rent your individual-level Personal Information without explicit consent.
- We are committed to providing a secure, user-controlled environment for our Services.
- This summary provides highlights of our full Privacy Statement and applies to 23andMe's collection and handling of your Personal Information. We encourage you to read the full Statement.

Definitions

- **"23andMe"** means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043.
- **"23andMe Research"** means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andMe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andMe Research activities do not include R&D.
- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- **"Service"** or **"Services"** means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

Which Personal Information We Collect

"Personal Information" is information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information (see Terms of Service for a full list of related definitions):

- **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
- **"Genetic Information"** is information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to 23andMe.
- **"Self-Reported Information"** is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account. Self-Reported Information is included in 23andMe Research only if you have given consent as described in the applicable Consent Document.
- **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - *other than* Genetic Information and Self-

- **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
- **"Referral Information"** is information that you provide when referring 23andMe Services to your friends and contacts as part of a 23andMe referral program.

How We Use Your Information

- 23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; informing you about events; inviting you to participate in specific research projects, contacting you to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, upon your consent, conducting 23andMe Research.
- We use Registration Information to enable your purchase, inform you when your Genetic Information is available to you, provide you with customer service, manage our Services, and authenticate your website visits and usage.
- We may disclose to third parties, and/or use in our Services, **"Aggregated Genetic and Self-Reported Information"**, which is Genetic and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence. If you have given consent for your Genetic and Self-Reported Information to be used in 23andMe Research as described in the applicable Consent Document, we may include such information in Aggregated Genetic and Self-Reported Information intended to be published in peer-reviewed scientific journals. If you have given consent to participate in 23andMe Research, we may also allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines. Similarly, if you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use. If you do not give consent for your Genetic and Self-Reported Information to be used in 23andMe Research or your individual-level Genetic and Self-Reported Information to be used in the Research Portal, we may still use your Genetic and/or Self-Reported Information for R&D purposes as described above, which may include disclosure of Aggregated Genetic and Self-Reported Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
- Except as otherwise set forth herein, we will never release your individual-level Genetic and/or Self-Reported Information to a third party without asking for and receiving your explicit consent to do so, unless required by law.
- We use Web Behavior Information to track and monitor aggregate usage of our website, for R&D, for quality control, to improve our Services, and/or to target advertising for our products and services, and if you have given consent to participate in 23andMe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andMe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andMe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.
- We give you the ability to share your Genetic Information with other 23andMe customers through sharing features.

- Partners or service providers (e.g. our contracted genotyping laboratory or credit card processors) use and/or store the information in order to provide you with 23andMe's Services.
- If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
- If you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use.
- We are required to do so by law or we do so in coordination with regulatory authorities (see the section below titled "Information Disclosure Required By Law").
- You have provided explicit consent for us to do so.

Your Choices

- Contribution of Personal Information other than Registration Information is voluntary and permission-based.
- Whether to give consent for 23andMe to use your Genetic and Self-Reported Information for 23andMe Research or the Research Portal is voluntary.
- Providing Self-Reported Information through surveys, forms, or features is voluntary.
- At your written request we will close your account. As a result, all Genetic Information will be removed from the account and will no longer be accessible. 23andMe will not use your Genetic Information in new research that starts thirty (30) days or more after account closure. We cannot remove Genetic Information that has previously been used for published research or shared with external collaborators before account closure. (See the section below titled "Account Closure and Correction of Personal Information".)

Additional Information

- We encourage you to read 23andMe's full Privacy Statement.

How to Contact Us

Questions about this Summary, our Privacy Statement, or about 23andMe's handling of your Personal Information may be emailed to privacy@23andme.com, or sent to:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043

Full Privacy Statement

Definitions

- **"23andMe"** means 23andMe, Inc., whose principal place of business is at 1390 Shorebird Way, Mountain View, CA 94043, and all affiliates and entities under common ownership with 23andMe. .
- **"23andMe Research"** means scientific research that 23andMe performs with the intent to publish in a peer-reviewed scientific journal. 23andMe Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. 23andMe Research activities do not include R&D.
- **"R&D"** means research and development activities performed by 23andMe on user data. These activities may include, among other things, improving our Services and/or

- **"Service" or "Services"** means 23andMe's products, software, services, mobile application, and website as accessed from time to time by the user, regardless if the use is in connection with an account or not.

23andMe Respects Your Privacy

23andMe recognizes the importance of privacy and respects your desire to store and access your information in a private and secure manner.

This Privacy Statement for www.23andme.com and our mobile application (TwentyThree) is intended to make you aware of how we handle your Personal Information. We are committed to providing you a secure, user-controlled environment for the use of our Services. At the same time, you share responsibility for maintaining privacy and security - for example, by keeping your password secure.

We encourage you to familiarize yourself with this Privacy Statement. Our Consent Form and Terms of Service explain that, by using our website and signing up for our service, you are allowing us to process your personal information according to the provisions set forth in those documents and this Privacy Statement.

23andMe has been awarded TRUSTe's Privacy Seal signifying that this privacy statement and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program covers only information that is collected through this Web site, www.23andme.com. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy statement or practices, please contact us at privacy@23andme.com or Privacy Administrator, 23andMe, Inc. 1390 Shorebird Way, Mountain View, CA 94043. If you are not satisfied with our response you can contact TRUSTe [here](#).

Your Personal Information

In the course of your relationship with 23andMe, we collect several types of Personal Information. **"Personal Information"** is information that could be used to identify you, either alone or in combination with other information. We collect such information from you when you purchase our Services, create a personal account, complete surveys and forms, and/or when you communicate with us or request information from us. Personal Information collected online or through our mobile application can be combined with Personal Information collected offline. We collect six primary types of Personal Information through our Service and website.

1. **"Registration Information"** is information that we collect from you when you purchase or sign up for our Services. Examples of such information include your name, credit card information, billing and shipping addresses, and contact information, such as email address and telephone number.
2. **"Genetic Information"** consists of your genotype, e.g. the As, Ts, Cs, and Gs at particular locations in your genome. Genetic Information is generated when you purchase 23andMe's Service and your saliva sample is analyzed and processed or you otherwise contribute or access your Genetic Information through our Services. Our instructions for sample collection and shipment clearly require you to send only your saliva sample to our third-party laboratory labeled with the unique barcode and no other identifier. The unique barcode identifies you to us but not to the laboratory. We are also required to provide sex and date of birth or age to the laboratory pursuant to Clinical

3. **"Self-Reported Information"** includes information you provide to us, including but not limited to information about your disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), personal traits (e.g., eye color, height), ethnicity, and/or family history (e.g. similar information about family members). We collect this information from you if and when you enter the information into surveys, forms, or features while signed in to your account. Self-Reported Information is included in 23andMe Research only if you have given consent as described in the applicable Consent Document.
4. **"User Content"** is all information *other than* Genetic Information or Self-Reported Information generated by users of 23andMe Services and transmitted, whether publicly or privately, to 23andMe. User Content may include data, text, software, music, audio, photographs, graphics, video, messages, or other materials. For example, User Content includes posts made to the 23andMe community forums or emails to Customer Support. User Content *does not* include Genetic Information or Self-Reported Information.
5. **"Web Behavior Information"** is information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
6. **"Referral Information"** is information that you provide when referring 23andMe Services to your friends and contacts as part of a 23andMe referral program. This information can include your name, your email address, and the name and email address of the person you are referring our Services to. If you chose to allow 23andMe to access your address book on your computer or mobile device, we will collect the contact information of the friends you select to enter the referral program. When you make referrals using a social network such as Facebook or Twitter it may also include information from your profile that is made available to 23andMe when we connect to your social network to post the referral on your behalf. The information that 23andMe is provided during this process varies depending on the social network and your privacy settings, but can include information such as your name, profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers and any other information you have permitted the social network to share with third parties. Additionally, we and our third party partner who administers our referral program may use cookies to identify you and your referred friends and to monitor the success of our referral program.

How We Use Personal Information

23andMe collects Personal Information from you for all purposes necessary to ensure the regular operation of your account and/or availability of our Services. These include, among other things, providing you with our Services; improving our Services and/or offering new products or services to you; informing you about events; inviting you to participate in specific research projects, contacting you to obtain testimonials or for other promotional purposes; performing quality control activities; conducting other R&D; and, upon your authorization, conducting 23andMe Research.

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23andMe may provide your Personal Information to our third-party service providers, which are companies and people that help us provide, understand and improve our Services. For example, we may use service providers to help host our website, run our mobile application, send emails, implement our marketing campaigns, measure the effectiveness of our advertising, conduct surveys or polls, obtain testimonials, or otherwise help us run or improve our business. In all instances, our service providers act on 23andMe's behalf and we require by contract that they protect the confidentiality of any information they receive from us.

We do not ask you for, access, or track any location-based information from your mobile device at any time while downloading or using our mobile application or Services. Below we will describe the additional ways in which we use subsets of Personal Information.

How We Use Registration Information

We use your Registration Information to authenticate your website and mobile application visits and usage; to enable your purchase; to communicate with you about information, services, and products that you have requested; and to manage and improve our website, mobile application, software, and Services. We give you the opportunity to opt out of optional communications, either through our Service or by contacting our Privacy Administrator at privacy@23andme.com.

How We Use Genetic and Self-Reported Information

We use your Genetic and Self-Reported Information to provide you with 23andMe Services, customize the user experience, and enhance our features. **IF** you allow sharing, Genetic and Self-Reported Information may be displayed in other users' accounts. Self-Reported Information is used to customize your user experience - for example, by adjusting reports of genetic risk to account for your reported behaviors or environmental exposures.

If, and only if, you have given consent to participate in 23andMe Research as described in the applicable Consent Document, we may include your Genetic Information and Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to third parties for the purpose of publication in a peer-reviewed scientific journal. 23andMe Research is intended to advance genetic knowledge and to create, commercialize, or undertake activities toward the practical applications of this learning to the improvement of health care. Towards the same goals, if you have given consent to participate in 23andMe Research, we may allow research contractors to access your individual-level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines. If, and only if, you have given consent to use of your individual-level data in the Research Portal, we may provide your individual-level Genetic Information and/or Self-Reported Information to qualified researchers for the purpose of scientific research and publication in a peer-reviewed scientific journal, which could also lead to commercial uses of such information. When your Genetic Information and/or Self-Reported Information is being used for research purposes, pursuant to 23andMe Research, research onsite at 23andMe or via the Research Portal, it will never be combined with your Registration Information.

If you do not give your consent to participate in 23andMe Research, 23andMe may still use your Genetic and Self-Reported Information for purposes such as quality control or other R&D activities. Genetic and Self-Reported Information used for such purposes may be included in Aggregated Genetic and Self-Reported Information disclosed to third-party research partners who will not publish the information in a peer-reviewed scientific journal. Research partners may include commercial or non-profit organizations that conduct or support scientific/medical research or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions.

23andMe uses User Content to provide our Services and improve the overall user experience. For example, posts made to the 23andMe community forums are publicly displayed to other users. By submitting, posting, or displaying User Content, you give 23andMe a non-exclusive license to use any User Content that you submit, post, or display on or through the Services, as further described in Section 13 of the Terms of Service. 23andMe may make such User Content available to other companies, organizations, or individuals with whom 23andMe has relationships, and to use such User Content in connection with the provision of those services. 23andMe, in performing the required technical steps to provide the Services to our users, may also (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media.

Web Behavior Information is collected through log files, cookies, and web beacon technology during a visit to the 23andMe website. Web Behavior Information is used to improve our Services and the overall user experience, and if you have given consent to participate in 23andMe Research as described in the applicable Consent Document, your Web Behavior Information may be used and disclosed to third parties in aggregate form for 23andMe Research intended to be published in peer-reviewed scientific journals. If you do not give consent to participate in 23andMe Research, we may still use your Web Behavior Information for R&D purposes as described above, which may include disclosure of aggregated Web Behavior Information to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal.

Log Files. When users visit our website or use our mobile application, 23andMe gathers certain information automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider, referring/exit pages, operating system, date/time stamp, and clickstream data (i.e. a list of pages or URLs visited). This information may be linked to a particular user's profile ID or order number. We use this information to analyze trends, administer the site, track users' movements around the site, identify and resolve issues, and gather demographic information about our user base as a whole.

Cookies. The 23andMe website also uses cookies. For information about cookies and how they are used on 23andMe's website, please read our Cookie Policy.

Web Beacons. A web beacon is a clear graphic image that is loaded by your web browser when it accesses a website and that records a user's visit to a particular web page. We, or third parties that work for us, may place cookies and web beacons on our website, in our emails, and in our advertisements that appear on other websites or in emails sent by others that mention our products and services with our permission. The purpose of our web beacons is to support operation of our website and to offer additional products and services through targeted advertisements. For example, we may use beacons to determine when someone views a web page, count how many individuals visit our website after clicking advertisements placed on other websites, or count how many people have purchased products from our website after viewing an advertisement we placed. Web beacons may also help us determine the effectiveness of an email campaign because the beacons can count the number of individuals who open an email or forward it to others. We use this Web Behavior Information to better tailor our marketing to you and may also use this information to customize content on our website, enable a shopping cart, or conduct research. Third parties only collect anonymous Web Behavior Information through the use of web beacons, allowing statistical analysis relating to the performance of our advertising.

If you wish to disable web beacons, it is possible to prevent your browser from loading them, although there is not currently a standard method for doing so.

23andMe gives you the ability to connect with other individuals who have 23andMe accounts through our community forums, relative finding features, and other sharing features. For some features, opt-out is required to avoid notifications. In addition, you may choose to disclose, through other means not associated with 23andMe, any part of your Personal Information to friends and/or family members, groups of individuals, third-party service providers, doctors or other health care professionals, and/or other individuals. We recommend that you make such choices carefully.

Personal Information, once released or shared, can be difficult to contain. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with a third party. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of that person. It is incumbent upon customers to share Personal Information only with people they know and trust. Users with multi-profile accounts should use caution in setting profile-level privacy settings.

Ordering 23andMe Services as a Gift

If you provide us personal information about others, or if others give us your information for purposes of ordering the Personal Genome Service as a gift, we will only use that information for the specific reason for which it was provided to us, provided that once a gift recipient registers for his or her Services and agrees to our TOS, Privacy Statement and if applicable, Consent Form, his or her information will be used consistent with this Privacy Statement and those agreements.

Sharing Discoveries

If you provide us personal information about others within the mobile application for the purposes of sharing a 23andMe discovery we will use the email address you provide, or access your contacts list if you choose to allow us to do so, to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe does not store this information.

If you provide us personal information about others on our website for the purposes of sharing a 23andMe discovery we will use the email address you provide and any additional information you provide to send a one-time email with the discovery and an invitation inviting him or her to visit the site. 23andMe stores this information for the sole purpose of sending this one-time email. Your friend may contact Customer Care at customer care.23andme.com to request that we remove this information from our database.

Making Referrals

If you take part in a 23andMe referral program to promote 23andMe Services to your friends we will use the Referral Information you provide for the sole purpose of sending these referral emails. If as part of the referral program you provide us with a friend's email address, you confirm that your friend has provided you with his or her consent to be sent the referral email. We will let your friend know that you asked us to contact them. Additionally, we may collect information from you and your friends through the use of cookies and other technology, so we can monitor the success of our referral program and keep track of friends you refer who may sign up for our services and to credit you with any benefit that is available under our referral program . For information about cookies and how they are used on 23andMe's website, please read our Cookie Policy. If your friend or contact has any questions about our use of this information then they may contact Customer Care at customer care.23andme.com.

We do not sell, lease, or rent your individual-level Personal Information without your explicit consent. As a general rule, 23andMe will not disclose your individual-level Personal Information to any third party, except under the following circumstances:

- Partners or service providers (e.g. credit card processors or our contracted genotyping laboratory) process and/or store the information in order to help us provide, understand or improve 23andMe's Services.
- If you have consented for research, research contractors may access your individual-level Genetic and Self-Reported Information onsite at 23andMe's offices for the purpose of scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
- If you have consented to use of your individual-level data in the Research Portal feature, qualified researchers (who must comply with certain requirements) may access your individual-level Genetic and/or Self-Reported Information for the purpose of scientific research, which could lead to commercial use.
- We are required to do so by law or we do so in coordination with regulatory authorities (see the section below titled "Information Disclosure Required By Law").
- You have provided explicit consent for us to do so.

23andMe may disclose Personal Information for the following reasons:

- **23andMe Research.** 23andMe may disclose Aggregated Genetic and Self-Reported Information intended to be published in a peer-reviewed scientific journal to research collaborators or as a result of publication. You may give/withhold consent for your data to be used in 23andMe Research when viewing the applicable Consent Document during the process of claiming your Genetic Information into your account. You may also give consent or change your global consent status through your Account Settings at any subsequent time which will be effective thirty (30) days thereafter; however, we cannot withdraw information that has previously been used for published research or shared with external collaborators prior to your request to withdraw consent. 23andMe will not use your Genetic Information in new research that starts thirty (30) days or more after your withdrawal of consent.
- **Contact information.** 23andMe will ask for and require your explicit consent to allow partner organizations (not including service providers) direct access to your Registration Information.
- **Commercial partnerships.** 23andMe may enter into commercial arrangements to enable partners to provide our Service to their customers and/or to provide you access to their products and services. We will not provide any individual-level Personal Information to these commercial partners without your explicit consent. 23andMe may include your Genetic and/or Self-Reported Information in Aggregated Genetic and Self-Reported Information disclosed to these commercial partners even if you have not given consent for your data to be used in 23andMe Research.
- **Family Tree Health Mode.** If you opt to use 23andMe's collaborative Family Tree Health Mode feature, the FTHM terms of service apply.

Information Disclosure Required By Law

Under certain circumstances Personal Information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. You acknowledge and agree that 23andMe is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights,

property, or personal safety of 23andMe, its employees, its users, its clients, and the public. In the event we are required by law to make a disclosure, we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. As relates to 23andMe's IRB-approved research, 23andMe has obtained a Certificate of Confidentiality from the National Institutes of Health. If you are participating in 23andMe's IRB-approved research, 23andMe will withhold disclosure of your Personal Information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with the Certificate of Confidentiality. There are limits to what the Certificate of Confidentiality covers (for more information, please visit the Certificates of Confidentiality Kiosk).

Linked Websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your Personal Information to organizations operating linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

Customer Testimonials

We post testimonials from consenting customers on our web site, and may use testimonials in other formats consistent with consent received. Customer testimonials may contain personally identifiable information. We may use your Personal Information to contact you to obtain a testimonial and obtain your consent via email or agreement sent via fax, pdf or mail prior to using such testimonial and/or using your name along with your testimonial.

Your Choices Regarding Your Information

You can opt-out of receiving certain messages or notifications from us by logging into your 23andMe account and changing Notifications Settings or by contacting our Privacy Administrator at privacy@23andme.com. You can also click the "unsubscribe" button at the bottom of promotional email communications. Please note that you may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

At your written request we will close your account and will remove Genetic Information from your account. See the section below titled "Account Closure and Correction of Personal Information."

You can use the browser that you are viewing this website with to enable, disable or delete cookies. Please note that if you set your browser to disable cookies, you may not be able to access secure areas of the website and other parts of the website may also not work properly. To find out more about cookies and how to manage them, please review our Cookie Policy.

Account Closure and Correction of Personal Information

If you no longer wish to participate in our Services, you may close your account by sending a request to Customer Care. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in the applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research or the Research Portal will not be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited

If your Personal Information changes, you may correct or update your Registration Information via your Account Settings page. You may also correct or reset Self-Reported Information entered into a survey, form, or feature from within your account on the surveys page. Locate the name of the survey you wish to update and click on the review or update button.

Newsletter and Email Communications

You may choose to stop or start receiving our newsletter or marketing emails by changing your notifications settings in your account (go to Account, Settings, Notifications) or you can contact us at privacy@23andme.com.

Children's Privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed or intended to attract children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide Self-Reported Information on behalf of his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

Security

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of reasonable physical, technical, and administrative measures to safeguard your Personal Information, in accordance with current technological and industry standards. In particular, all connections to and from our website and mobile application are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Business Transitions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

Changes to This Privacy Statement

This Privacy Statement was last updated March 25, 2013. Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes.

Contact Information

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way
Mountain View, CA 94043
[Read the previous version of the document.](#)



ABOUT

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Exhibit F

About 23andMe:[Our Mission](#)[Our Core Values](#)[Media Center](#)[Policy Forum](#)[Corporate Info](#)[Careers](#)**Who We Are:**[Board of Directors](#)[Leadership Team](#)[Editorial Advisors](#)[Scientific Advisory Board](#)[Research Team](#)

Privacy Highlights



These “privacy highlights” provide an overview of some core components of our data handling practices. Please be sure to read our full privacy statement.

1. We collect information when you register an account, self-report information through surveys, forms, features or applications, use our Services, upload your own content to our Services, use social media connections and features, refer your contacts to us, share information through various interactions with us and our partners, and via cookies and similar tracking technologies (see our Cookie Policy).
2. We use information in general (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, including for marketing and advertising purposes, (iii) to protect the security and safety of our company, employees, customers as we reasonably believe permitted by laws and regulations, (iv) to comply with laws and regulations we are subject to.

CONSENT TO THE USE OF SENSITIVE INFORMATION

By agreeing to our Privacy Statement and Terms of Service, you consent to sensitive information, such as information about your health, Genetic Information, and Self-Reported Information such as racial and ethnic origin and sexual orientation (where you provide it) being used by us to:

1. analyze and provide you with our Services;
2. analyze and provide you with information about your ancestry;
3. determine whether you would be suitable to take part in surveys, polls or questionnaires that we are conducting; and
4. monitor and improve existing products or services that we offer or develop new products and services

We will not use your sensitive information without your consent unless: (i) the information has been anonymized or aggregated so that you cannot reasonably be identified as an individual; or (ii) a legal obligation requires us to use it in some way e.g. a court order requires us to disclose the information.

CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION

1. By agreeing to our Privacy Statement and Terms of Service, you consent to the storing and processing of your personal information, including sensitive information, in the USA and countries outside of the country you live in. We use a range of measures to safeguard information but these countries may have laws that are different from those of your country of residence. You also consent to your personal information, including sensitive information, being transferred in the event of a business transition such as a merger, acquisition by another company, or other transaction or proceeding. In such a case, your information would be used as set out in any pre-existing Privacy Statement.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third party or to a third party for research purposes without your explicit consent.
3. We give you the ability to share information with other individuals through features like DNA Relatives. You will always need to take a positive action to share your information, for example, DNA Relatives is subject to an opt-in requirement before we share your information with potential relative matches.
4. You may independently decide to disclose your information to friends and/or family members, doctors, health care professionals, or other individuals outside our Services, including through third party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface (“API”); always review the privacy policies of third-party apps and services before sharing your information.
5. We may share anonymized and aggregate information with third parties; anonymized and aggregate information is any information that has been stripped of your name and contact information and aggregated with information of others or anonymized so that you cannot reasonably be identified as an individual.
6. We will use your information and share it with third parties for scientific research purposes only if you sign a Consent Document. Note that we will disclose your individual-level information only if we obtain additional explicit consent from you.

8. If you have any questions about our privacy practices, please email us at privacy@23andme.com or send a letter to the address provided at the bottom of our full privacy statement.

Full Privacy Statement

This privacy policy applies to www.23andme.com owned and operated by 23andMe, Inc. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and transfer your information when operating our website, mobile apps, products, software and other services (collectively “**Service**” or “**Services**”). The following are our core privacy principles:

1. We collect and handle information (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, such as for marketing and advertising purposes, and (iii) as reasonably necessary to comply with laws and regulations, and to protect the security and safety of our company, employees, customers and others.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual’s genotypes, diseases or other traits/characteristics) to any third party or to a third party for research purposes without your explicit consent.
3. We understand and respect the sensitive nature of the information you may provide to us, including information about your genetic characteristics, disease conditions, racial and ethnic origin, etc. To that end, we strive to be transparent in our collection, use and disclosure of this information and to ask for your explicit consent to share such sensitive information with third parties. Please see below to learn more about our sharing and consent practices.
4. We are committed to providing a secure and safe environment for our Services.

Please review this Privacy Statement and our Terms of Service. By using our Services, you agree to all of the policies and procedures described in the foregoing documents. 23andMe, Inc. is headquartered at 1390 Shorebird Way, Mountain View, CA 94043 and is referred to herein as 23andMe (or “we,” “us,” “our”) and includes all of our commonly owned companies.

1. What information we collect

a. Information you provide directly to us

- i. **Registration Information.** When you register an account with us or purchase our Services, we collect personal information, such as your name, billing and shipping address, payment information (e.g., credit card) and contact information such as your email and phone number.
- ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features or applications. For example, you may provide us with information about your personal traits (e.g., eye color, height), ethnicity, disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), and family history information (e.g. information similar to the foregoing about your family members). Where you are disclosing information about a family member, you should make sure that you have permission from the family member to do so.
- iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission (“**User Content**”). For example, User Content includes any post or message you place on 23andMe’s community forums.
- iv. **Blogs.** Our Web site offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request that we remove or anonymize your personal information from our blog or community forum, contact us at privacy@23andme.com. Please note that whenever you post something publicly, it may sometimes be impossible to remove the information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share personal information publicly on our blogs, community forums or in any other posting. Note also that you may be required to register with a third party application to post a comment. To learn how the third party application uses your information, please review their privacy policy.
- v. **Social Media Features and Widgets.** Our Web site includes Social Media Features, such as the Facebook Like or Share button and Widgets, and the LinkedIn Open ID application (“**Features**”). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third party social media services to provide us information about you, including your name, email address, and other

contact information. For example, if you use LinkedIn to sign in to our career portal, LinkedIn may import personal information from your LinkedIn profile in order to populate your job application. The data we receive is dependent upon your privacy settings with the social network. Features are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our website or Service.

- vi. **Testimonials.** We may post customer testimonials either on our website or in other online or offline formats. Customer testimonials may contain personal information and it is our policy to request consent from customers in advance of using testimonials. If you wish to update or delete your testimonial, you can contact us at privacy@23andme.com.
- vii. **Referral Information and Sharing.** When you refer a person to 23andMe or choose to share results information with another person, we will ask for that person's email address. We will use the email address solely, as applicable, to make the referral or to share your results information, and we will let your contact know that you requested the communication. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you consent for 23andMe to communicate (e.g., via email) with him or her. For more information on our referral program, see [here](#).
- viii. **Address books.** If you choose to use your computer's or mobile device's address book in connection with our Services to make referrals or to request that we communicate with another person, we may collect the names and contact information of those persons for these purposes only.
- ix. **Third-party services (e.g., social media).** If you use a third-party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third-party site. We do not control third-party site's information practices, so please review their privacy policies and your settings on those sites carefully.
- x. **Gifts.** If you provide us personal information about others, or if others give us your information for purposes of ordering the Service as a gift, we will only use that information for the specific reason for which it was provided to us. Once a gift recipient registers for his or her Services and agrees to our Privacy Statement, our Terms of Service, and if applicable, Consent Document, his or her information will be used consistent with this Privacy Statement and those agreements, and we will not share any of the gift recipient's personal information with the user who purchased the gift.
- xi. **Customer service.** When you contact our Customer Care center or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our Terms of Service, Privacy Statement or applicable laws or regulations; and analyze and improve our Services.

b. Information related to our genetic testing services

- 1. **Saliva sample and bio-banking.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genome Service® testing kit, register an online account, and ship your saliva sample to our third-party laboratory. Once received, your saliva sample will be identified by its unique barcode, along with your gender and your date of birth. The barcode label identifies you to us but not to our third-party laboratory. Unless you choose to store your sample with 23andMe (called "bio-banking"), your saliva samples and DNA are destroyed after the laboratory completes its work, unless the laboratory's legal and regulatory requirements require it to maintain physical samples.
- 2. **Genetic Information.** Genetic Information refers to features of your DNA that distinguish you from other people (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and is generated when we analyze and process your saliva sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the 23andMe Results information reported to you as part of our Services, and may be used for other purposes, as outlined in Section 2 below.

c. Information collected through tracking technology (e.g. from cookies and similar technologies)

Web Behavior Information. We and our third party partners use cookies and similar technologies (such as web beacons, tags, scripts and device identifiers) to help us recognize you, customize and improve your experience, provide security, analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service), gather demographic information about our user base, to offer our products and services to you, to monitor the success of marketing programs, and to serve targeted advertising on our site and on other sites around the Internet. We and our third party partners do not use your sensitive information, such as Genetic Information and Self-Reported Information, for targeted advertising. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. Users

can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on 23andMe, please read our Cookie Policy.

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you, such as your user profile ID or order number. We do this to improve services we offer you, and to improve marketing, analytics, and site functionality.

Because 23andMe relies on third party ad networks who may track you across websites over time for advertising purposes, we are not able to respond to your selection of the “Do Not Track” option provided by your browser. We cannot advise on whether your selection of “Do Not Track” option will have any effect on the collection of cookie information by the third parties who collect such cookie information on our site. Please see Section 2.c.ii, below, to learn more about our third party advertising partners, and visit our Cookie Policy to learn more about tracking cookies.

Third parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use Flash Cookies (Local Shared Objects) to collect and store information. To learn how to manage privacy and storage settings for Flash cookies click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#1

d. Other Types of Information.

We are always working to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our privacy statement, as needed.

2. How we use and share information

23andMe will use and share your personal information with third parties only in the ways that are described in this privacy policy.

a. Using information to provide, analyze and improve our Services

We use the information described above in Section 1 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with other commitments in this privacy statement, to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. host our website, run our mobile application(s), authenticate your visits, provide custom, personalized content and information, and track your usage of our Services;
- iii. conduct analytics to improve and enhance our Services;
- iv. offer new products or services to you, including through emails, promotions or contests;
- v. implement online marketing campaigns and targeted advertising, including by utilizing third party ads (subject to your cookie settings and preferences), and to measure the effectiveness of our marketing and targeted advertising;
- vi. conduct surveys or polls, and obtain testimonials;
- vii. process and deliver your genetic testing results;
- viii. perform research & development activities, which may include, for example, conducting data analysis and research in order to develop new or improve existing products and services, and performing quality control activities.

You may be able to opt-in, opt-out or otherwise adjust your preferences of having your information used for certain of these activities. Please see below to learn more.

b. Information you choose to share with others

23andMe gives you the ability to share information with other individuals who have 23andMe accounts through (i) our community forums, (ii) relative finding features (e.g., “DNA Relatives”), and (iii) other sharing features (such information is “User Content”). Please refer to your settings. You may be required to opt-in to some of this sharing, but some features require an opt-out. For example, we provide the ability to opt-in to our ancestry DNA Relatives Database where your information will be shared with potential relative matches. Alternatively, if you were participating in the DNA Relatives Database you may opt-out or change the visibility of your profile data by visiting your Settings. Also, please note that certain types of your User Content may be viewable by other 23andMe users and once posted, you may not be able to delete or modify such content.

You may decide to disclose your personal information to friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third-party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface (“API”). These third parties may use your personal information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third parties involved in the transaction. For example, if you have enabled a 23andMe sharing feature with another person who downloads a third-party app that uses our API, your information may also be obtained by that third-party app developer and, potentially, by other users of that third-party app.

In general, personal information, once shared or disclosed, can be difficult to contain or retrieve. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared personal information with others. Likewise, if you are reading this because you have access to the personal information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. It is incumbent upon all users to share personal information and account access only with people they know and trust. Users with multi-profile accounts (e.g., where family member accounts are linked) should use caution in setting profile-level privacy settings.

c. Information we share with third parties

- i. **General service providers.** We share the information described above in Section 1 with our service providers, as necessary to provide their services to us. Service providers are third parties (other companies or individuals) that help us to provide, analyze and improve our Services. For example, we work with third-party laboratories and contractors to process and analyze your saliva sample for purposes of generating your Genetic Information.

NOTE: Our service providers act on 23andMe’s behalf. While we implement procedures and contractual terms to protect the confidentiality and security of your information, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.

For example, to learn more about our third-party laboratories, click [here](#).

- ii. **“Targeted advertising” service providers.** We permit third party advertising networks and providers to collect Web Behavior Information on our Service to help us to deliver targeted online advertisements (“ads”) to you. They use cookies and similar technologies (such as JavaScript, beacons, device identifiers, location data, and clear gifs) to compile information about your browser’s or device’s visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns. Note that we do not share Registration Information, Genetic Information or Self-Reported Information with these advertising partners.

If you wish to not have this information used for the purpose of serving you targeted ads, you may be able to opt-out of many advertising networks by visiting [here](#) and [here](#) (if you are located in Canada, click [here](#); or if you are located in the European Union click [here](#)). Please note this does not mean that you have opted-out of being served advertising. You will continue to receive generic ads.

For more information about our advertising and marketing practices, please review our [Cookie Policy](#).

- iii. **Aggregate information.** We may share aggregate information with third parties, which is any information that has been stripped of your Registration Information (e.g., your name and contact information) and aggregated with information of others so that you cannot reasonably be identified as an individual (“Aggregate Information”). This Aggregate Information is different from “individual-level” information. Individual-level Genetic Information or Self-Reported Information consists of data about a single individual’s genotypes, diseases or other traits/characteristics information. For example, Aggregate Information may include a statement that “30% of our female users share a particular genetic trait,” without providing any data or testing results specific to any individual user. We may provide such Aggregate Information in commercial arrangements with our business partners. In contrast, individual-level Genetic Information could reveal whether a specific user has a particular genetic trait, or all of the Genetic Information about that user. 23andMe will ask for your consent to share individual-level Genetic Information or Self-Reported Information with any third party, other than our service providers as necessary for us to provide the Services to you.
- iv. **Information we share with commonly owned entities.** We may share some or all of your information with other companies under common ownership or control of 23andMe, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent. We may provide additional notice and ask for your consent if we wish to share your information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

23andMe Research. “23andMe Research” refers to scientific research conducted by 23andMe or by third parties in collaboration with 23andMe with the goal of advancing genetic knowledge and to create, commercialize, and apply this new knowledge to the improvement of health care. 23andMe Research may study a specific group or population and may build upon existing scientific knowledge. At times, this research is conducted with the intent to publish findings in a peer-reviewed scientific journal, and may be funded by the federal government. 23andMe Research involves the use and analysis of aggregate or individual-level Genetic Information, Self-Reported Information and Web Behavior Information as specified in the Consent Document.

- i. **Consent process for 23andMe Research.** Your Genetic, Self-Reported and Web Behavior Information may be used for 23andMe Research only if you have consented to this use by completing a Consent Document. If you have completed a Consent Document:
- 23andMe may use individual-level Genetic Information, Self-Reported Information and Web Behavior Information internally at 23andMe for research purposes. 23andMe may use this information to publish the results of the research in peer-reviewed scientific journals. In addition, we may allow select third party research contractors to access your individual level Genetic and/or Self-Reported Information onsite at 23andMe’s offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe’s access rules and guidelines.
 - 23andMe may disclose Aggregate Information (including aggregate Genetic Information, Self-Reported Information and Web Behavior Information to third-party research partners in accordance with the terms of our research Consent Document(s). Disclosure of individual-level information to third party research partners will occur only if we have obtained additional explicit consent from you, which may be requested as part of a particular research study. These research partners may include commercial or non-profit organizations that conduct or support scientific and medical research and/or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions. These research partners may publish the results of their research in peer-reviewed scientific journals.
 - When your Genetic Information, Self-Reported Information and/or Web Behavior Information is being used for research purposes (whether internally by 23andMe researchers, shared in aggregate or individual-level form with third parties, or used by third party researchers onsite at 23andMe), it will never be combined with your Registration Information.
- ii. **Withdrawing your Consent.** You may withdraw your consent to participate in 23andMe Research at any time by changing your consent status on your 23andMe Account Settings page, or by sending a request to the Human Protections Administrator at hpa@23andMe.com. 23andMe will not include your Genetic Information, Self-Reported Information or Web Behavior Information in new 23andMe Research occurring after 30 days from the receipt of your request. Any research involving your data that has already been performed or published prior to our receipt of your request will not be reversed, undone, or withdrawn. You may also discontinue your participation in 23andMe Research by closing your Personal Genome Service account. If you withdraw your consent for 23andMe Research your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Sections 2.a and 2.b, above), and shared as Aggregate Information that does not identify you as an individual (as described above in Section 2.c).
- iii. **What happens if you do NOT consent to 23andMe Research?** If you do not complete a Consent Document or any additional consent agreement with 23andMe, your information will not be shared or used for 23andMe Research. However, your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 2.a and 2.b, above), and shared as Aggregate Information that does not identify you as an individual (as described in Section 2.c, above).

e. **Disclosures required by law**

Under certain circumstances your information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. 23andMe will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws,

NOTE: If you are participating in 23andMe Research, 23andMe will withhold disclosure of your personal information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that 23andMe has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the Certificates of Confidentiality Kiosk (<http://grants.nih.gov/grants/policy/coc/index.htm>).

3. Your choices

a. Access to your account

If your Registration Information changes, you may access, correct or update most of it from your Account Settings page. You may also modify and delete certain of your information, or update your consent status and biobanking options. You may be able to correct or reset Self-Reported Information entered into a survey, form, or feature from your account on the surveys page. If the feature does not enable you to correct or reset information, you may do so by contacting Customer Care. Please note that you may not be able to delete User Content that has been shared with others through the Service and that you may not be able to delete information that has been shared with third parties, though we can work with you to prohibit your data from being shared with third parties in the future. We will respond to your request to access within 30 days.

b. Marketing communications

By registering for an account, you are agreeing that we may send you promotional emails about our Services. You can opt-out of receiving certain messages or notifications from us by visiting your Account page (go to Account, Settings, Notifications) or by contacting our Privacy Administrator at privacy@23andMe.com. You can also click the “unsubscribe” button at the bottom of promotional email communications. Please note that you may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

For more information about our online advertising, please also refer to Section 2.c.ii above under the heading “Targeted Advertising Service Providers”, and also refer to our Cookie Policy.

c. Account closure

If you no longer wish to participate in our Services or no longer wish to have your personal information be used, you may close your account by sending a request to Customer Care. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in any applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research cannot be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) as long as your account is active or as needed to provide you services, as well as for accounting, audit and compliance purposes.

4. Important Information

a. TRUSTe

23andMe, Inc. has received TRUSTe's Privacy Seal signifying that this privacy statement and our practices have been reviewed for compliance with the TRUSTe program viewable on the validation page available by clicking the TRUSTe seal. The TRUSTe program covers only information that is collected through this Web site, www.23andme.com and through our mobile application.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact TRUSTe here.

b. Safe Harbor

c. **Security measures**

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of physical, technical, and administrative measures to safeguard your Personal Information. In particular, all connections to and from our website and mobile application are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which 23andMe or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

d. **Business transactions**

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

e. **Linked websites**

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your information to organizations operating such linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

f. **Children's privacy**

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed for, intended to attract, or directed toward children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide information related to, his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

g. **Changes to this Privacy Statement**

Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes prior to the change becoming effective.

5. Contact Information

If you have questions about this Privacy Statement, please email 23andMe's Privacy Administrator at privacy@23andme.com, or send a letter to:

Privacy Administrator
23andMe, Inc.
1390 Shorebird Way

***This Privacy Statement was last updated on Nov 13, 2014.**

Read the previous version of the document.



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Privacy Highlights



These "privacy highlights" provide an overview of some core components of our data handling practices. Please be sure to read our full privacy statement.

1. We collect information when you register an account, self-report information through surveys, forms, features or applications, use our Services, upload your own content to our Services, use social media connections and features, refer your contacts to us, share information through various interactions with us and our partners, and via cookies and similar tracking technologies (see our Cookie Policy).
2. We use information in general (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, including for marketing and advertising purposes, (iii) to protect the security and safety of our company, employees, customers as we reasonably believe permitted by laws and regulations, (iv) to comply with laws and regulations we are subject to.

CONSENT TO THE USE OF SENSITIVE INFORMATION

By agreeing to our Privacy Statement and Terms of Service, you consent to sensitive information, such as information about your health, Genetic Information, and Self-Reported Information such as racial and ethnic origin and sexual orientation (where you provide it) being used by us to:

1. analyze and provide you with our Services;
2. analyze and provide you with information about your ancestry;
3. determine whether you would be suitable to take part in surveys, polls or questionnaires that we are conducting; and
4. monitor and improve existing products or services that we offer or develop new products and services

We will not use your sensitive information without your consent unless: (i) the information has been anonymized or aggregated so that you cannot reasonably be identified as an individual; or (ii) a legal obligation requires us to use it in some way e.g. a court order requires us to disclose the information.

CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION

1. By agreeing to our Privacy Statement and Terms of Service, you consent to the storing and processing of your personal information, including sensitive information, in the USA and countries outside of the country you live in. We use a range of measures to safeguard information but these countries may have laws that are different from those of your country of residence. You also consent to your personal information, including sensitive information, being transferred in the event of a business transition such as a merger, acquisition by another company, or other transaction or proceeding. In such a case, your information would be used as set out in any pre-existing Privacy Statement.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third party or to a third party for research purposes without your explicit consent.
3. We give you the ability to share information with other individuals through features like DNA Relatives. You will always need to take a positive action to share your information, for example, DNA Relatives is subject to an opt-in requirement before we share your information with potential relative matches.
4. You may independently decide to disclose your information to friends and/or family members, doctors, health care professionals, or other individuals outside our Services, including through third party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface ("API"); always review the privacy policies of third-party apps and services before sharing your information.
5. We may share anonymized and aggregate information with third parties; anonymized and aggregate information is any information that has been stripped of your name and contact information and aggregated with information of others or anonymized so that you cannot reasonably be identified as an individual.
6. We will use your information and share it with third parties for scientific research purposes only if you sign a Consent Document. Note that we will disclose your individual-level information only if we obtain additional explicit consent from you.

7. There may be some consequences of using 23andMe Services that you haven't thought of, you should read our guide of the surprising things you may find out from using the service before submitting your saliva sample and personal information.

8. If you have any questions about our privacy practices, please email us at privacy@23andme.com or send a letter to the address provided at the bottom of our full privacy statement.

Full Privacy Statement

This privacy statement applies to www.23andme.com owned and operated by 23andMe, Inc. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and transfer your information when operating our website, mobile apps, products, software and other services (collectively "**Service**" or "**Services**"). The following are our core privacy principles:

1. We collect and handle information (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, such as for marketing and advertising purposes, and (iii) as reasonably necessary to comply with laws and regulations, and to protect the security and safety of our company, employees, customers and others.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third party or to a third party for research purposes without your explicit consent.
3. We understand and respect the sensitive nature of the information you may provide to us, including information about your genetic characteristics, disease conditions, racial and ethnic origin, etc. To that end, we strive to be transparent in our collection, use and disclosure of this information and to ask for your explicit consent to share such sensitive information with third parties. Please see below to learn more about our sharing and consent practices.
4. We are committed to providing a secure and safe environment for our Services.

Please review this Privacy Statement and our Terms of Service. By using our Services, you agree to all of the policies and procedures described in the foregoing documents. 23andMe, Inc. is headquartered at 899 West Evelyn Avenue, Mountain View, CA 94041 and is referred to herein as 23andMe (or "we," "us," "our") and includes all of our commonly owned companies.

1. What information we collect

a. Information you provide directly to us

- i. **Registration Information.** When you register an account with us or purchase our Services, we collect personal information, such as your name, date of birth, billing and shipping address, payment information (e.g., credit card) and contact information such as your email and phone number.
- ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features or applications. For example, you may provide us with information about your personal traits (e.g., eye color, height), ethnicity, disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), and family history information (e.g. information similar to the foregoing about your family members). Where you are disclosing information about a family member, you should make sure that you have permission from the family member to do so.
- iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission ("**User Content**"). For example, User Content includes any post or message you place on 23andMe's community forums.
- iv. **Blogs.** Our Web site offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request that we remove or anonymize your personal information from our blog or community forum, contact us at privacy@23andme.com. Please note that whenever you post something publicly, it may sometimes be impossible to remove the information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share personal information publicly on our blogs, community forums or in any other posting. Note also that you may be required to register with a third party application to post a comment. To learn how the third party application uses your information, please review their privacy statement.
- v. **Social Media Features and Widgets.** Our Web site includes Social Media Features, such as the Facebook Like or Share button and Widgets, and the LinkedIn Open ID application ("**Features**"). These Features may collect your IP address, which page you are visiting on our site, and may set a

cookie to enable the Feature to function properly. They may also allow third party social media services to provide us information about you, including your name, email address, and other contact information. For example, if you use LinkedIn to sign in to our career portal, LinkedIn may import personal information from your LinkedIn profile in order to populate your job application. The data we receive is dependent upon your privacy settings with the social network. Features are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy statement of the company providing it. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our website or Service.

- vi. **Testimonials.** We may post customer testimonials either on our website or in other online or offline formats. Customer testimonials may contain personal information and it is our policy to request consent from customers in advance of using testimonials. If you wish to update or delete your testimonial, you can contact us at privacy@23andme.com.
- vii. **Referral Information and Sharing.** When you refer a person to 23andMe or choose to share results information with another person, we will ask for that person's email address. We will use the email address solely, as applicable, to make the referral or to share your results information, and we will let your contact know that you requested the communication. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you consent for 23andMe to communicate (e.g., via email) with him or her. The person you referred may contact us at privacy@23andme.com to request that we remove this information from our database. For more information on our referral program, see [here](#).
- viii. **Address books.** If you choose to use your computer's or mobile device's address book in connection with our Services to make referrals or to request that we communicate with another person, we may collect the names and contact information of those persons for these purposes only.
- ix. **Third-party services (e.g., social media).** If you use a third-party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third-party site. We do not control third-party site's information practices, so please review their privacy policies and your settings on those sites carefully.
- x. **Gifts.** If you provide us personal information about others, or if others give us your information for purposes of ordering the Service as a gift, we will only use that information for the specific reason for which it was provided to us. Once a gift recipient registers for his or her Services and agrees to our Privacy Statement, our Terms of Service, and if applicable, Consent Document, his or her information will be used consistent with this Privacy Statement and those agreements, and we will not share any of the gift recipient's personal information with the user who purchased the gift.
- xi. **Customer service.** When you contact our Customer Care center or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our Terms of Service, Privacy Statement or applicable laws or regulations; and analyze and improve our Services.

b. Information related to our genetic testing services

- 1. **Saliva sample and bio-banking.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genome Service® testing kit, register an online account, and ship your saliva sample to our third-party laboratory. Once received, your saliva sample will be identified by its unique barcode, along with your gender and your date of birth. The barcode label identifies you to us but not to our third-party laboratory. Unless you choose to store your sample with 23andMe (called "bio-banking"), your saliva samples and DNA are destroyed after the laboratory completes its work, unless the laboratory's legal and regulatory requirements require it to maintain physical samples.
- 2. **Genetic Information.** Genetic Information refers to features of your DNA that distinguish you from other people (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and is generated when we analyze and process your saliva sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the 23andMe Results information reported to you as part of our Services, and may be used for other purposes, as outlined in Section 2 below.

c. Information collected through tracking technology (e.g. from cookies and similar technologies)

Web Behavior Information. We and our third party partners use cookies and similar technologies (such as web beacons, tags, scripts and device identifiers) to help us recognize you, customize and improve your experience, provide security, analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service), gather demographic information about our user base, to offer our products and services to you, to monitor the success of marketing programs, and to serve targeted advertising on our site and on other sites around the

Internet. We and our third party partners do not use your sensitive information, such as Genetic Information and Self-Reported Information, for targeted advertising. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on 23andMe, please read our Cookie Policy.

As is true of most web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you, such as your user profile ID or order number. We do this to improve services we offer you, and to improve marketing, analytics, and site functionality.

Because 23andMe relies on third party ad networks who may track you across websites over time for advertising purposes, we are not able to respond to your selection of the "Do Not Track" option provided by your browser. We cannot advise on whether your selection of "Do Not Track" option will have any effect on the collection of cookie information by the third parties who collect such cookie information on our site. Please see Section 2.c.ii, below, to learn more about our third party advertising partners, and visit our Cookie Policy to learn more about tracking cookies.

We use Local Shared Objects, such as HTML5, to store content information and preferences. Third parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use Flash Cookies (Local Shared Objects) and HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5. To learn how to manage privacy and storage settings for Flash cookies click here: http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#1

d. Other Types of Information.

We are always working to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our privacy statement, as needed.

2. How we use and share information

23andMe will use and share your personal information with third parties only in the ways that are described in this privacy statement.

a. Using information to provide, analyze and improve our Services

We use the information described above in Section 1 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with other commitments in this privacy statement, to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. host our website, run our mobile application(s), authenticate your visits, provide custom, personalized content and information, and track your usage of our Services;
- iii. conduct analytics to improve and enhance our Services;
- iv. offer new products or services to you, including through emails, promotions or contests;
- v. implement online marketing campaigns and targeted advertising, including by utilizing third party ads (subject to your cookie settings and preferences), and to measure the effectiveness of our marketing and targeted advertising;
- vi. conduct surveys or polls, and obtain testimonials;
- vii. process and deliver your genetic testing results;
- viii. perform research & development activities, which may include, for example, conducting data analysis and research in order to develop new or improve existing products and services, and performing quality control activities.

You may be able to opt-in, opt-out or otherwise adjust your preferences of having your information used for certain of these activities. Please see below to learn more.

b. Information you choose to share with others

23andMe gives you the ability to share information with other individuals who have 23andMe accounts through (i) our community forums, (ii) relative finding features (e.g., "DNA Relatives"), and (iii) other sharing features (such information is "User Content"). Please refer to your settings. You may be required to opt-in to some of this sharing, but some features require an opt-out. For example, we provide the ability to opt-in to our ancestry DNA Relatives Database where your information will be

You may decide to disclose your personal information to friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third-party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface ("API"). These third parties may use your personal information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third parties involved in the transaction. For example, if you have enabled a 23andMe sharing feature with another person who downloads a third-party app that uses our API, your information may also be obtained by that third-party app developer and, potentially, by other users of that third-party app.

In general, personal information, once shared or disclosed, can be difficult to contain or retrieve. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared personal information with others. Likewise, if you are reading this because you have access to the personal information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. It is incumbent upon all users to share personal information and account access only with people they know and trust. Users with multi-profile accounts (e.g., where family member accounts are linked) should use caution in setting profile-level privacy settings.

c. Information we share with third parties

- i. **General service providers.** We share the information described above in Section 1 with our service providers, as necessary to provide their services to us. Service providers are third parties (other companies or individuals) that help us to provide, analyze and improve our Services. For example, we work with third-party laboratories and contractors to process and analyze your saliva sample for purposes of generating your Genetic Information.

NOTE: Our service providers act on 23andMe's behalf. While we implement procedures and contractual terms to protect the confidentiality and security of your information, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.

For example, to learn more about our third-party laboratories, click [here](#).

- ii. **"Targeted advertising" service providers.** We permit third party advertising networks and providers to collect Web Behavior Information on our Service to help us to deliver targeted online advertisements ("ads") to you. They use cookies and similar technologies (such as JavaScript, beacons, device identifiers, location data, and clear gifs) to compile information about your browser's or device's visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns. Note that we do not share Registration Information, Genetic Information or Self-Reported Information with these advertising partners.
If you wish to not have this information used for the purpose of serving you targeted ads, you may be able to opt-out of many advertising networks by visiting [here](#) and [here](#) (if you are located in Canada, click [here](#); or if you are located in the European Union click [here](#)). Please note this does not mean that you have opted-out of being served advertising. You will continue to receive generic ads.

For more information about our advertising and marketing practices, please review our [Cookie Policy](#).

- iii. **Aggregate information.** We may share aggregate information with third parties, which is any information that has been stripped of your Registration Information (e.g., your name and contact information) and aggregated with information of others so that you cannot reasonably be identified as an individual ("Aggregate Information"). This Aggregate Information is different from "individual-level" information. Individual-level Genetic Information or Self-Reported Information consists of data about a single individual's genotypes, diseases or other traits/characteristics information. For example, Aggregate Information may include a statement that "30% of our female users share a particular genetic trait," without providing any data or testing results specific to any individual user. We may provide such Aggregate Information in commercial arrangements with our business partners. In contrast, individual-level Genetic Information could reveal whether a specific user has a particular genetic trait, or all of the Genetic Information about that user. 23andMe will ask for your consent to share individual-level Genetic Information or Self-Reported Information with any third party, other than our service providers as necessary for us to provide the Services to you.

iv. **Information we share with commonly owned entities.** We may share some or all of your information with other companies under common ownership or control of 23andMe, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent in order to provide you better service and improve user experience. We may provide additional notice and ask for your consent if we wish to share your information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

d. Information we share with third parties with your consent

23andMe conducts research and works with public, private, and government partnerships to develop research and advance genetic understanding. With your consent, 23andMe may share aggregate or individual-level Genetic Information, Self-Reported Information, and Web Behavior Information with other parties for various purposes.

23andMe Research. "23andMe Research" refers to scientific research conducted by 23andMe or by third parties in collaboration with 23andMe with the goal of advancing genetic knowledge and to create, commercialize, and apply this new knowledge to the improvement of health care. 23andMe Research may study a specific group or population and may build upon existing scientific knowledge. At times, this research is conducted with the intent to publish findings in a peer-reviewed scientific journal, and may be funded by the federal government. 23andMe Research involves the use and analysis of aggregate or individual-level Genetic Information, Self-Reported Information and Web Behavior Information as specified in the Consent Document.

i. **Consent process for 23andMe Research.** Your Genetic, Self-Reported and Web Behavior Information may be used for 23andMe Research only if you have consented to this use by completing a Consent Document. If you have completed a Consent Document:

- 23andMe may use individual-level Genetic Information, Self-Reported Information and Web Behavior Information internally at 23andMe for research purposes. 23andMe may use this information to publish the results of the research in peer-reviewed scientific journals. In addition, we may allow select third party research contractors to access your individual level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
- 23andMe may disclose Aggregate Information (including aggregate Genetic Information, Self-Reported Information and Web Behavior Information to third-party research partners in accordance with the terms of our research Consent Document(s). Disclosure of individual-level information to third party research partners will occur only if we have obtained additional explicit consent from you, which may be requested as part of a particular research study. These research partners may include commercial or non-profit organizations that conduct or support scientific and medical research and/or conduct or support the development of drugs or devices to diagnose, predict, or treat health conditions. These research partners may publish the results of their research in peer-reviewed scientific journals.
- When your Genetic Information, Self-Reported Information and/or Web Behavior Information is being used for research purposes (whether internally by 23andMe researchers, shared in aggregate or individual-level form with third parties, or used by third party researchers onsite at 23andMe), it will never be combined with your Registration Information.

ii. **Withdrawing your Consent.** You may withdraw your consent to participate in 23andMe Research at any time by changing your consent status on your 23andMe Account Settings page, or by sending a request to the Human Protections Administrator at hpa@23andMe.com. 23andMe will not include your Genetic Information, Self-Reported Information or Web Behavior Information in new 23andMe Research occurring after 30 days from the receipt of your request. Any research involving your data that has already been performed or published prior to our receipt of your request will not be reversed, undone, or withdrawn. You may also discontinue your participation in 23andMe Research by closing your Personal Genome Service account. If you withdraw your consent for 23andMe Research your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Sections 2.a and 2.b, above), and shared as Aggregate Information that does not identify you as an individual (as described above in Section 2.c).

iii. **What happens if you do NOT consent to 23andMe Research?** If you do not complete a Consent Document or any additional consent agreement with 23andMe, your information will not be shared or used for 23andMe Research. However, your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 2.a and 2.b, above), and shared as Aggregate Information that does not identify you as an individual (as described in Section 2.c, above).

e. Disclosures required by law

Under certain circumstances your information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. 23andMe will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe Terms of Service and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public.

NOTE: If you are participating in 23andMe Research, 23andMe will withhold disclosure of your personal information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that 23andMe has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the Certificates of Confidentiality Kiosk (<http://grants.nih.gov/grants/policy/coc/index.htm>).

3. Your choices

a. Access to your account

If your Registration Information changes, you may access, correct or update most of it from your Account Settings page. You may also modify and delete certain of your information, or update your consent status and biobanking options. You may be able to correct or reset Self-Reported Information entered into a survey, form, or feature from your account on the surveys page. If the feature does not enable you to correct or reset information, you may do so by contacting Customer Care. Please note that you may not be able to delete User Content that has been shared with others through the Service and that you may not be able to delete information that has been shared with third parties, though we can work with you to prohibit your data from being shared with third parties in the future. We will respond to your request to access within 30 days.

b. Marketing communications

By registering for an account, you are agreeing that we may send you promotional emails about our Services. You can opt-out of receiving certain messages or notifications from us by visiting your Account page (go to Account, Settings, Notifications) or by contacting our Privacy Administrator at privacy@23andMe.com. You can also click the "unsubscribe" button at the bottom of promotional email communications. Please note that you may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

For more information about our online advertising, please also refer to Section 2.c.ii above under the heading "Targeted Advertising Service Providers", and also refer to our Cookie Policy.

c. Account closure

If you no longer wish to participate in our Services or no longer wish to have your personal information be used, you may close your account by sending a request to Customer Care. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in any applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research cannot be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) as long as your account is active or as needed to provide you services, as well as for accounting, audit and compliance purposes.

4. Important Information

a. TRUSTe

23andMe, Inc. has received TRUSTe's Privacy Seal signifying that this privacy statement and our practices have been reviewed for compliance with the TRUSTe program viewable on the validation page available by clicking the TRUSTe seal. The TRUSTe program covers only information that is collected through this website.

b. Safe Harbor

23andMe complies with the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union (EU) member countries and Switzerland. 23andMe has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view 23andMe's certification, please visit: <http://www.export.gov/safeharbor/>.

c. Security measures

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of physical, technical, and administrative measures to safeguard your Personal Information. In particular, all connections to and from our website and mobile application are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which 23andMe or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

If you have any questions about the security of your personal information, you can contact us at privacy@23andme.com.

d. Business transactions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

e. Linked websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your information to organizations operating such linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

f. Children's privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed for, intended to attract, or directed toward children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide information related to, his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

g. Changes to this Privacy Statement

Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes prior to the change becoming effective.

5. Contact Information

Privacy Administrator
23andMe, Inc.
899 West Evelyn Avenue
Mountain View, CA 94041
1.800.239.5230

***This Privacy Statement was last updated on July 14, 2015.**



ABOUT

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[Privacy Center](#)
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[!\[\]\(6158d677a88ef2c71bd9d0110ea6e33c_img.jpg\) YouTube](#)

[CHANGE LOCATION](#) 

Exhibit H

[home](#) [reports](#) [how it works](#) [stories](#) [research](#) [buy](#) [help](#) [Q](#)

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Who We Are:

[Board of Directors](#)
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Privacy Highlights



These "privacy highlights" provide an overview of some core components of our data handling practices. Please be sure to read our full privacy statement.

1. We collect information when you register an account, self-report information through surveys, forms, features or applications, use our Services, upload your own content to our Services, use social media connections and features, refer your contacts to us, share information through various interactions with us and our partners, and via cookies and similar tracking technologies (see our Cookie Policy).
2. We use information in general (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, including for marketing and advertising purposes, (iii) to protect the security and safety of our company, employees, and customers as we reasonably believe is permitted by laws and regulations, (iv) to comply with laws and regulations we are subject to, and (v) when you consent, for research purposes, the results of which could be used to develop therapeutics.

CONSENT TO THE USE OF SENSITIVE INFORMATION

By agreeing to our Privacy Statement and Terms of Service, you consent to sensitive information, such as information about your health, Genetic Information, and Self-Reported Information such as racial and ethnic origin and sexual orientation (where you provide it) being used by us to:

1. analyze and provide you with our Services;
2. analyze and provide you with information about your ancestry;
3. determine whether you would be suitable to take part in surveys, polls or questionnaires that we are conducting; and
4. monitor and improve existing products or services that we offer or to develop new products and services

We will not use your sensitive information without your consent unless: (i) the information has been anonymized or aggregated so that you cannot reasonably be identified as an individual; or (ii) a legal obligation requires us to use it in some way e.g. a court order requires us to disclose the information.

CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION

1. By agreeing to our Privacy Statement and Terms of Service, you consent to the storing and processing of your personal information, including sensitive information, in the USA and countries outside of the country you live in. We use a range of measures to safeguard information but these countries may have laws that are different from those of your country of residence. You also consent to your personal information, including sensitive information, being transferred in the event of a business transition such as a merger, acquisition by another company, or other transaction or proceeding. In such a case, your information would be used as set out in any pre-existing Privacy Statement.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third-party or to a third-party for research purposes without your explicit consent.

3. We give you the ability to share information with other individuals through features like DNA Relatives. You will always need to take a positive action to share your information, for example, DNA Relatives is subject to an opt-in requirement before we share your information with potential relative matches.
4. You may independently decide to disclose your information to friends and/or family members, doctors, health care professionals, or other individuals outside our Services, including through third-party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface ("API"); always review the privacy policies of third-party apps and services before sharing your information.
5. We may share anonymized and aggregate information with third-parties; anonymized and aggregate information is any information that has been stripped of your name and contact information and aggregated with information of others or anonymized so that you cannot reasonably be identified as an individual.
6. We will use your information and share it with third-parties for scientific research purposes only if you sign a Consent Document. Note that we will disclose your individual-level information only if we obtain additional explicit consent from you.
7. There may be some consequences of using 23andMe Services that you haven't thought of, you should read our guide of the surprising things you may find out from using the service before submitting your saliva sample and personal information.
8. If you have any questions about our privacy practices, please email us at privacy@23andme.com or send a letter to the address provided at the bottom of our full privacy statement.

Full Privacy Statement

This privacy statement applies to www.23andme.com owned and operated by 23andMe, Inc. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and transfer your information when operating our website, mobile apps, products, software and other services (collectively "**Service**" or "**Services**").

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1. Key Definitions

1. **Aggregate Information:** information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.
2. **Anonymized Information:** information that has been stripped of your Registration Information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual.
3. **Individual-level Information:** information about a single individual's genotypes, diseases or other traits/characteristics, but which is not necessarily tied to Registration Information.
4. **Personal Information:** information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information:
 - a. **Registration Information:** information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
 - b. **Genetic Information:** information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, or assignees; or otherwise processed by and/or contributed to 23andMe.
 - c. **Self-Reported Information:** all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account.
 - d. **Sensitive Information:** information about your health, Genetic Information, and certain Self-Reported Information such as racial and ethnic origin and sexual orientation.
 - e. **User Content:** all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - other than Genetic Information and Self-Reported Information-generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
 - f. **Web Behavior Information:** information on how you use the 23andMe website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
5. **Service or Services:** 23andMe's products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or not.

2. Principles

The following are our core privacy principles:

1. We collect and handle information (i) to provide, analyze and improve our Services, (ii) as we reasonably believe is permitted by laws and regulations, including for marketing and advertising purposes, (iii) to protect the security and safety of our company, employees, customers, as we reasonably believe is permitted by laws and regulations, (iv) to comply with laws and regulations we are subject to, and (v) when you consent, for research purposes, the results of which could be used to develop therapeutics.
2. We will not sell, lease, or rent your individual-level information (i.e., information about a single individual's genotypes, diseases or other traits/characteristics) to any third-party or to a third-party for research purposes without your explicit consent.
3. We understand and respect the sensitive nature of the information you may provide to us, including information about your genetic characteristics, disease conditions, racial and

ethnic origin, etc. To that end, we strive to be transparent in our collection, use and disclosure of this information and to ask for your explicit consent to share such sensitive information with third parties. Please see below to learn more about our sharing and consent practices.

4. We are committed to providing a secure and safe environment for our Services.

Please review this Privacy Statement and our Terms of Service. By using our Services, you agree to all of the policies and procedures described in the foregoing documents. 23andMe, Inc. is headquartered at 899 West Evelyn Avenue, Mountain View, CA 94041 and is referred to herein as 23andMe (or "we," "us," "our") and includes all of our commonly owned companies.

3. What information we collect

a. Information you provide directly to us

- i. **Registration Information.** When you register an account with us or purchase our Services, we collect personal information, such as your name, date of birth, billing and shipping address, payment information (e.g., credit card) and contact information such as your email and phone number.
- ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features or applications. For example, you may provide us with information about your personal traits (e.g., eye color, height), ethnicity, disease conditions (e.g. Type 2 Diabetes), other health-related information (e.g. pulse rate, cholesterol levels, visual acuity), and family history information (e.g. information similar to the foregoing about your family members). Where you are disclosing information about a family member, you should make sure that you have permission from the family member to do so.
- iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission ("**User Content**"). For example, User Content includes any post or message you place on 23andMe's community forums.
- iv. **Blogs.** Our website offers publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request that we remove or anonymize your personal information from our blog or community forum, contact us at privacy@23andme.com. Please note that whenever you post something publicly, it may sometimes be impossible to remove the information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share personal information publicly on our blogs, community forums or in any other posting. Note also that you may be required to register with a third-party application to post a comment. To learn how the third-party application uses your information, please review their privacy statement.
- v. **Social Media Features and Widgets.** Our website includes Social Media Features, such as the Facebook Like or Share button and Widgets, and the LinkedIn Open ID application ("**Features**"). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third-party social media services to provide us information about you, including your name, email address, and other contact information. For example, if you use LinkedIn to sign in to our career portal, LinkedIn may import personal information from your LinkedIn profile in order to populate your job application. The data we receive is dependent upon your privacy settings with the social network. Features are either hosted by a third-party or hosted directly on our site. Your interactions with these Features are governed by the privacy statement of the company providing it. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our website or Service.
- vi. **Referral Information and Sharing.** When you refer a person to 23andMe or choose to share results information with another person, we will ask for that person's email address. We will use the email address solely, as applicable, to make the referral or to share your results information, and we will let your contact know that you requested

- vii. **Address books.** If you choose to use your computer's or mobile device's address book in connection with our Services to make referrals or to request that we communicate with another person, we may collect the names and contact information of those persons for these purposes only.
- viii. **Third-party services (e.g., social media).** If you use a third-party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third-party site. We do not control third-party site's information practices, so please review their privacy policies and your settings on those sites carefully.
- ix. **Gifts.** If you provide us personal information about others, or if others give us your information for purposes of ordering the Service as a gift, we will only use that information for the specific reason for which it was provided to us. Once a gift recipient registers for his or her Services and agrees to our Privacy Statement, our Terms of Service, and if applicable, Consent Document, his or her information will be used consistent with this Privacy Statement and those agreements, and we will not share any of the gift recipient's personal information with the user who purchased the gift.
- x. **Customer service.** When you contact our Customer Care center or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our Terms of Service, Privacy Statement or applicable laws or regulations; and analyze and improve our Services.
- b. Information related to our genetic testing services**
- i. **Saliva sample and bio-banking.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genome Service® testing kit, register an online account, and ship your saliva sample to our third-party laboratory. Once received, your saliva sample will be identified by its unique barcode, along with your gender and your date of birth. The barcode label identifies you to us but not to our third-party laboratory. Unless you choose to store your sample with 23andMe (called consent to "bio-banking", which can be found [here](#) and changed in your settings), your saliva samples and DNA are destroyed after the laboratory completes its work, unless the laboratory's legal and regulatory requirements require it to maintain physical samples.
- ii. **Genetic Information.** Genetic Information refers to features of your DNA that distinguish you from other people (e.g. the As, Ts, Cs, and Gs at particular locations in your genome) and is generated when we analyze and process your saliva sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the 23andMe Results information reported to you as part of our Services, and may be used for other purposes, as outlined in Section 4 below.
- c. Information collected through tracking technology (e.g. from cookies and similar technologies)**

Web Behavior Information. We and our third-party partners use cookies and similar technologies (such as web beacons, tags, scripts and device identifiers) to help us recognize you, customize and improve your experience, provide security, analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service), gather demographic information about our user base, to offer our products and services to you, to monitor the success of marketing programs, and to serve targeted advertising on our site and on other sites around the Internet. We and our third-party partners do not use your sensitive information, such as Genetic Information and Self-Reported Information, for targeted advertising. We may receive reports based on the use of

these technologies by these companies on an individual as well as aggregated basis. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on 23andMe, please read our Cookie Policy.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. We may combine this automatically collected log information with other information we collect about you, such as your user profile ID or order number. We do this to improve services we offer you, and to improve marketing, analytics, and site functionality.

When you access our Service by or through a mobile device, we may receive or collect and store a unique identification numbers associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers ("IDFA"), Google Ad ID, or Windows Advertising ID), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g. latitude and/or longitude) or similar information regarding the location of your mobile device.

Because 23andMe relies on third-party ad networks who may track you across websites over time for advertising purposes, we are not able to respond to your selection of the "Do Not Track" option provided by your browser. We cannot advise on whether your selection of "Do Not Track" option will have any effect on the collection of cookie information by the third-parties who collect such cookie information on our site. Please see Section 4.d.ii, below, to learn more about our third-party advertising partners, and visit our Cookie Policy to learn more about tracking cookies.

Third-parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use Flash Cookies (Local Shared Objects) to collect and store information. To learn how to manage privacy and storage settings for Flash cookies click [here](#).

d. Other Types of Information.

We are always working to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our privacy statement, as needed.

4. How we use and share information

23andMe will use and share your personal information with third-parties only in the ways that are described in this privacy statement.

a. Using information to provide, analyze and improve our Services

We use the information described above in Section 3 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with other commitments in this privacy statement, to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. host our website, run our mobile application(s), authenticate your visits, provide custom, personalized content and information, and track your usage of our Services;
- iii. conduct analytics to improve and enhance our Services;
- iv. offer new products or services to you, including through emails, promotions or contests;
- v. implement online marketing campaigns and targeted advertising, including by utilizing third-party ads (subject to your cookie settings and preferences), and to measure the effectiveness of our marketing and targeted advertising;
- vi. conduct surveys or polls, and obtain testimonials;
- vii. process and deliver your genetic testing results;

You may be able to opt-in, opt-out or otherwise adjust your preferences of having your information used for certain of these activities. Please see below to learn more.

b. Using information with your consent

You have the choice to participate in 23andMe Research by providing your consent. "23andMe Research" refers to research aimed at publication in peer-reviewed journals and other research funded by the federal government (such as the National Institutes of Health - NIH) conducted by 23andMe. 23andMe Research may be sponsored by, conducted on behalf of, or in collaboration with third-parties, such as non-profit foundations, academic institutions or pharmaceutical companies. 23andMe Research may study a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work with public, private and/or non-profit entities on genetic research initiatives, or otherwise create, commercialize, and apply this new knowledge to improve health care. 23andMe Research uses your aggregate or individual-level Genetic Information and Self-Reported Information as specified in the Consent Document.

i. **Consent process for research.** Your Genetic and Self-Reported Information may be used for 23andMe Research only if you have consented to this use by completing a Consent Document. If you have completed a Consent Document:

1. 23andMe may use individual-level Genetic Information and Self-Reported Information internally at 23andMe for Research purposes. In addition, we may allow select third-party research contractors to access your individual level Genetic and/or Self-Reported Information onsite at 23andMe's offices for the purpose of conducting scientific research, provided that all such research contractors will be supervised by 23andMe and subject to 23andMe's access rules and guidelines.
2. When your Genetic Information and/or Self-Reported Information is being used for research purposes, it will not be linked to your Registration Information.

ii. **Withdrawing your Consent.**

You may withdraw your consent to participate in Research at any time by changing your consent status on your 23andMe Account Settings page, or by sending a request to the Human Protections Administrator at hpa@23andMe.com. 23andMe will not include your Genetic Information or Self-Reported Information in new research occurring after 30 days from the receipt of your request. Any research involving your data that has already been performed or published prior to our receipt of your request will not be reversed, undone, or withdrawn. You may also discontinue your participation in research by closing your Personal Genome Service account. If you withdraw your consent for research your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 4.a), and shared as Aggregate Information that does not identify you as an individual (as described in Section 4.d).

iii. **What happens if you do NOT consent to 23andMe Research?**

If you do not complete a Consent Document or any additional consent agreement with 23andMe, your information will not be used for 23andMe Research. However, your Genetic Information and Self-Reported Information may still be used by us and shared with our third-party service providers to provide and improve our Services (as described in Section 4.a), and shared as Aggregate or Anonymous Information that does not reasonably identify you as an individual (as described in Section 4.d).

c. Recruiting for external research

Academic institutions, healthcare organizations, and other groups are always conducting interesting new research projects. We want to make you aware of these opportunities. While we do not share individual-level Genetic Information or Self-Reported Information with third-parties without your consent, from time to time we may inform you of third-party research opportunities for which you may be eligible. For example, if a university tells us about a new cancer research project, we may send an email to 23andMe members who potentially fit the relevant eligibility criteria based on their Self-Reported Information to make them aware of the research project and provide a link to participate with the research organization conducting the study. If you do not wish to receive these alerts, you can manage them in your settings.

d. Information we share with third-parties

- i. **General service providers.** We share the information described above in Section 3 with our service providers, as necessary to provide their services to us. Service providers are third-parties (other companies or individuals) that help us to provide, analyze and improve our Services. For example, we work with third-party laboratories and contractors to process and analyze your saliva sample for purposes of generating your Genetic Information.

NOTE: Our service providers act on 23andMe's behalf. While we implement procedures and contractual terms to protect the confidentiality and security of your information, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically. For example, to learn more about our third-party laboratories, [click here](#).

- ii. **"Targeted advertising" service providers.** We permit third-party advertising networks and providers to collect Web Behavior Information on our Service to help us to deliver targeted online advertisements ("ads") to you. They use cookies and similar technologies (such as JavaScript, beacons, device identifiers, location data, and clear gifs) to compile information about your browser's or device's visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns.

If you wish to not have this information used for the purpose of serving you targeted ads, you may be able to opt-out of many advertising networks by visiting [here](#) and [here](#) (if you are located in Canada, [click here](#); or if you are located in the European Union [click here](#)). Please note this does not mean that you have opted-out of being served advertising. You will continue to receive generic ads.

For more information about our advertising and marketing practices, please review our [Cookie Policy](#).

- iii. **Aggregate information.** We may share aggregate information with third-parties, which is any information that has been stripped of your Registration Information (e.g., your name and contact information) and aggregated with information of others so that you cannot reasonably be identified as an individual ("Aggregate Information"). This Aggregate Information is different from "individual-level" information. Individual-level Genetic Information or Self-Reported Information consists of data about a single individual's genotypes, diseases or other traits/characteristics information. For example, Aggregate Information may include a statement that "30% of our female users share a particular genetic trait," without providing any data or testing results specific to any individual user. We may provide such Aggregate Information in commercial arrangements with our business partners. In contrast, individual-level Genetic Information could reveal whether a specific user has a particular genetic trait, or all of the Genetic Information about that user. 23andMe will ask for your consent to share individual-level Genetic Information or Self-Reported Information with any third-party, other than our service providers as necessary for us to provide the Services to you.

iv. **Information we share with commonly owned entities.** We may share some or all of your information with other companies under common ownership or control of 23andMe, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent in order to provide you better service and improve user experience. We may provide additional notice and ask for your consent if we wish to share your information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

e. Disclosures required by law

Under certain circumstances your information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders, or in coordination with regulatory authorities. 23andMe will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe Terms of Service and other policies; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public.

NOTE: If you are participating in 23andMe Research, 23andMe will withhold disclosure of your personal information involved in such research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that 23andMe has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the Certificates of Confidentiality Kiosk (<http://grants.nih.gov/grants/policy/coc/index.htm>).

5. Your choices

a. Access to your account

If your Registration Information changes, you may access, correct or update most of it from your Account Settings page. You may also modify and delete certain of your information, or update your consent status and biobanking options. You may be able to correct or reset Self-Reported Information entered into a survey, form, or feature from your account on the surveys page. Please note that you may not be able to delete User Content that has been shared with others through the Service and that you may not be able to delete information that has been shared with third-parties, though we can work with you to prohibit your data from being shared with third-parties in the future. We will respond to your request to access within 30 days.

b. Marketing communications

By registering for an account, you are agreeing that we may send you promotional emails about our Services. You can opt-out of receiving certain messages or notifications from us by visiting your Account page (go to Account, Settings, Notifications) or by contacting our Privacy Administrator at privacy@23andMe.com. You can also click the "unsubscribe" button at the bottom of promotional email communications. Please note that you may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

For more information about our online advertising, please also refer to Section 4.d.ii above under the heading "Targeted Advertising Service Providers", and also refer to our Cookie Policy.

c. Information you choose to share with others

23andMe gives you the ability to share information with other individuals who have 23andMe accounts through (i) our community forums, (ii) relative finding features (e.g., "DNA Relatives"), and (iii) other sharing features (such information is "User Content"). Please refer to your settings. You may be required to opt-in to some of this sharing, but

some features require an opt-out. For example, we provide the ability to opt-in to our ancestry DNA Relatives Database where your information will be shared with potential relative matches. Alternatively, if you were participating in the DNA Relatives Database you may opt-out or change the visibility of your profile data by visiting your Settings. Also, please note that certain types of your User Content may be viewable by other 23andMe users and once posted, you may not be able to delete or modify such content.

You may decide to disclose your personal information to friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third-party services such as social networks and third-party apps that connect to our website and mobile apps through our application programming interface ("API"). These third-parties may use your personal information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third-parties involved in the transaction. For example, if you have enabled a 23andMe sharing feature with another person who downloads a third-party app that uses our API, your information may also be obtained by that third-party app developer and, potentially, by other users of that third-party app.

In general, personal information, once shared or disclosed, can be difficult to contain or retrieve. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared personal information with others. Likewise, if you are reading this because you have access to the personal information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. It is incumbent upon all users to share personal information and account access only with people they know and trust. Users with multi-profile accounts (e.g., where family member accounts are linked) should use caution in setting profile-level privacy settings.

d. Account closure

If you no longer wish to participate in our Services or no longer wish to have your personal information be used, you may close your account by sending a request to Customer Care. When closing an account, we remove all Genetic Information within your account (or profile) within thirty (30) days of our receipt of your request. As stated in any applicable Consent Document, however, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research cannot be removed from ongoing or completed studies that use the information. Our contracted genotyping laboratory may also retain your Genetic Information as required by local law and we may retain backup copies for a limited period of time pursuant to our data protection policies. In addition, we retain limited Registration Information related to your order history (e.g., name, contact, and transaction data) as long as your account is active or as needed to provide you services, as well as for accounting, audit and compliance purposes.

6. Important Information

a. TRUSTe

23andMe, Inc. has received TRUSTe's Privacy Seal signifying that this privacy statement and our practices have been reviewed for compliance with the TRUSTe program viewable on the validation page available by clicking the TRUSTe seal. The TRUSTe program covers only information that is collected through this website, www.23andme.com and through our mobile application.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact TRUSTe here.

b. Safe Harbor

23andMe complies with the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union (EU) member countries and Switzerland. 23andMe has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view 23andMe's certification, please visit: <http://www.export.gov/safeharbor/>.

c. Security measures

23andMe takes seriously the trust you place in us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of information, 23andMe uses a range of physical, technical, and administrative measures to safeguard your Personal Information. In particular, all connections to and from our website and mobile application are encrypted using Secure Socket Layer (SSL) technology.

Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, secret questions and answers, and other authentication information you use to access our Services. You should not disclose your authentication information to any third-party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which 23andMe or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

d. Business transactions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets, your information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

e. Linked websites

23andMe provides links to third-party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your information to organizations operating such linked third-party websites. 23andMe does not review or endorse, and is not responsible for, the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe.

f. Children's privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed for, intended to attract, or directed toward children under the age of 13. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide information related to, his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

g. Changes to this Privacy Statement

Whenever this Privacy Statement is changed in a material way, a notice will be posted as part of this Privacy Statement and on our customers' account login pages for 30 days. After 30 days the changes will become effective. In addition, all customers will receive an email with notification of the changes prior to the change becoming effective.

If you have questions about this Privacy Statement, please email 23andMe's Privacy Administrator at privacy@23andme.com, or send a letter to:

Privacy Administrator
23andMe, Inc.
899 West Evelyn Avenue
Mountain View, CA 94041
1.800.239.5230

***This Privacy Statement was last updated on December 7, 2015.**

Read the previous version of the document.



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CHANGE LOCATION

Exhibit I

privacy highlights page

Privacy Highlights

Last Updated: December 9, 2021

These "Privacy Highlights" provide an overview of some core components of our data handling practices. Please be sure to review the [Full Privacy Statement](https://www.23andme.com/about/privacy/#Full) (<https://www.23andme.com/about/privacy/#Full>).

Information We Collect

We generally collect the following information:

- **Information we receive when you use our Services.** We collect Web-Behavior Information via cookies and other similar tracking technologies when you use and access our Services (our website, mobile apps, products, software and other services). See our [Cookie Policy](https://www.23andme.com/about/cookies/) (<https://www.23andme.com/about/cookies/>) for more information.
- **Information you share with us.** We collect and process your information when you place an order, create an account, register your 23andMe kit, complete research surveys, post on our Forums or use other messaging features, and contact Customer Care. This information can generally be categorized as Registration Information, Self-Reported Information, and/or User Content as defined in our full Privacy Statement.
- **Information from our DNA testing services.** With your consent, we extract your DNA from your saliva sample and analyze it to produce your Genetic Information (the As, Ts, Cs, and Gs at particular locations in your genome) in order to provide you with 23andMe reports.

How We Use Information

We generally process Personal Information for the following reasons:

- **To provide our Services.** We process Personal Information in order to provide our Service, which includes processing payments, shipping kits to customers, creating customer accounts and authenticating logins, analyzing saliva samples and DNA, and delivering results and powering tools like DNA Relatives.
- **To analyze and improve our Services.** We constantly work to improve and provide new reports, tools, and Services. For example, we are constantly working to improve our ability to assign specific ancestries to your DNA segments and maximize the granularity of our results. We may also need to fix bugs or issues, analyze the use of our website to improve the customer experience or assess our marketing campaigns.
- **For 23andMe Research, with your consent.** If you choose to consent to participate in 23andMe Research, 23andMe researchers can include your de-identified Genetic Information and Self-Reported Information in a large pool of customer data for analyses aimed at making scientific discoveries.

Control: Your Choices

You have the ability to make decisions about how your data is shared and used. You choose:

- **To store or discard your saliva sample** after it has been analyzed.
- **Which health report(s)** you view and/or opt-in to view.
- When and with whom **you share your information**, including friends, family members, health care professionals, or others outside our Services, including through third party services that accept 23andMe data and social networks.
- To give or decline consent for 23andMe Research. By agreeing to the Research Consent Document, Individual Data Sharing Consent Document, or participating in a 23andMe Research Community you can consent to the use of your de-identified data for scientific research purposes.
- To delete your 23andMe account and data, at any time.

Access To Your Information

Your Personal Information may be shared in the following ways:

- **With our service providers**, as necessary for them to provide their services to us.
- **With qualified research collaborators**, only if you provide your explicit consent.

23andMe will not sell, lease, or rent your individual-level information to a third party for research purposes without your explicit consent.

- **We will not** share your data with any **public databases**.
- **We will not** provide any person's data (genetic or non-genetic) to an **insurance company** or **employer**.

How We Secure Information

23andMe implements measures and systems to ensure confidentiality, integrity, and availability of 23andMe data. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your information. These practices include, but are not limited to, the following areas:

- **Independent security certification and audit.** Our information security management system, which protects 23andMe information assets supporting our Services, has been certified under the internationally recognized ISO/IEC 27001:2013 standard. Some of those controls are described below.
- **Encryption.** 23andMe uses industry standard security measures to encrypt Sensitive Information both when it is stored and when it is being transmitted.
- **Limited access to essential personnel.** We limit access of information to authorized personnel, based on job function and role. 23andMe access controls include multi-factor authentication, single sign-on, and a strict least-privileged authorization policy.

Risks and Considerations

There may be some consequences of using our Services that you haven't considered.

- You may discover things about yourself and/or your family members that may be upsetting or cause anxiety and that you may not have the ability to control or change.
- You may discover relatives who were previously unknown to you, or may learn that someone you thought you were related to is not your biological relative.
- In the event of a data breach it is possible that your data could be associated with your identity, which could be used against your interests.

Full Privacy Statement

Last Updated: October 30, 2020

This Privacy Statement applies to all websites owned and operated by 23andMe, Inc ("23andMe"), including [www.23andme.com \(https://www.23andme.com/\)](https://www.23andme.com/), and any other websites, pages, features, or content we own or operate, and to your use of the 23andMe mobile app and any related Services. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and transfer your information when using our Services.

Please carefully review this Privacy Statement and our [Terms of Service \(https://www.23andme.com/about/tos/\)](https://www.23andme.com/about/tos/). Unless otherwise defined in this Privacy Statement, terms used in this Privacy Statement have the same meanings as terms defined in our [Terms of Service \(https://www.23andme.com/about/tos/\)](https://www.23andme.com/about/tos/). By using our Services, you acknowledge all of the policies and procedures described in the foregoing documents. If you do not agree with or you are not comfortable with any aspect of this Privacy Statement or our Terms of Service, you should immediately discontinue use of our Services.

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1. Key Definitions

1. **Aggregate Information:** information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.
2. **De-identified Information:** information that has been stripped of your Registration Information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual, also known as pseudonymized information.
3. **Individual-level Information:** information about a single individual's genotypes, diseases or other traits/characteristics, but which is not necessarily tied to Registration Information.
4. **Personal Information:** information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information:
 - a. **Registration Information:** information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
 - b. **Genetic Information:** information regarding your genotypes (i.e. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, or assignees; or otherwise processed by and/or contributed to 23andMe.
 - c. **Self-Reported Information:** information you provide directly to us, either through the Services or through a third party, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account.
 - d. **Sensitive Information:** information about your health, Genetic Information, and certain Self-Reported Information such as racial and ethnic origin, sexual orientation, and political affiliation.
 - e. **User Content:** information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - other than Genetic Information and Self-Reported Information-generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
 - f. **Inferences and Derived Data:** information, data, assumptions, or conclusions that are derived directly or indirectly from another source of Personal Information. For example, we may use statistical techniques to infer additional genetic information based on genetic information generated directly through the processing of your saliva sample.
 - g. **Web-Behavior Information:** information on how you use our Services collected through log files, cookies, web beacons, and similar technologies, (e.g., device information (device identifiers), IP address, browser type, domains, page views).

2. Information we collect

- a. **Information you provide directly to us or through a third party**
 - i. **Registration Information.** When you purchase our Services or create a 23andMe account, we collect Personal Information, which may include your name, date of birth, billing and shipping address, payment information (e.g., credit card) and contact information (e.g. email, phone number and license number).
 - ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features and applications. For example, you may provide us with information about your personal traits (e.g., eye color, height), ethnicity, disease conditions (e.g., Type 2 Diabetes), other health-related information (e.g., pulse rate, cholesterol levels, visual acuity), and family history information (e.g., information similar to the foregoing about your family members). Before you disclose information about a family member, you should make sure you have permission from the family member to do so.
 - iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission ("**User Content**"). For example, User Content includes any discussions, posts, or messages you send on our Forums.
 - iv. **Blogs and Forums.** Our website offers publicly accessible blogs. Additionally, 23andMe customers may participate in our online Forums. You should be aware that any information you provide or post in these areas may be read, collected, and used by others who access them. To request that we remove or de-identify your Personal Information from our blog or Forums, contact us at privacy@23andme.com (<mailto:privacy@23andme.com>). Please note that whenever you post something publicly, it may sometimes be impossible to remove all instances of the posted information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share Personal Information publicly on our blogs, Forums or in any

- v. **Social media features and widgets.** Our Services include Social Media Features, such as the Facebook "Like" or "Share" button and widgets ("Features"). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third party social media services to provide us information about you, including your name, email address, and other contact information. The information we receive is dependent upon your privacy settings with the third party social media service. Features are either hosted by a third party or hosted directly on our site. Your interactions with these Features are governed by the privacy statements of the third party companies providing them. You should always review and, if necessary, adjust your privacy settings on third party websites and services before linking or connecting them to our website or Service.
- vi. **Third party services (e.g., social media).** If you use a third party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third party site. We do not control the third party site's information practices, so please review the third party's privacy statement and your settings on the third party's site carefully.
- vii. **Third party sign in.** You may create a 23andMe account and/or sign in to our Services using an account you created with a third party service, such as Google. If you provide authorization to 23andMe, we will collect and use the information you share with us via that third party service (such as your email address, name, and date of birth as specified in your third party service account) in accordance with this Privacy Statement. You are responsible for managing your credentials for your third party service account, and for maintaining the security of your third party service account. 23andMe does not have access to the credentials for your third party service account. If you choose to use third party sign in and you lose access to your credentials for your third party service account, you may not be able to access your 23andMe account. You may manage authorization for third party sign in through your 23andMe Account Settings or through your third party service account.
- viii. **Referral information and sharing.** When you refer a person to 23andMe or choose to share your 23andMe results with another person, we will ask for that person's email address. We will use their email address solely, as applicable, to make the referral or to communicate your sharing request to them, and we will let your contact know that you requested the communication. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you consent for 23andMe to communicate (e.g., via email) with him or her. The person you referred may contact us at privacy@23andme.com (<mailto:privacy@23andme.com>) to request that we remove this information from our database. For more information on our referral program, see [here](http://refer.23andme.com/terms-and-conditions/53ce656f5e29cc6df90000002) (<http://refer.23andme.com/terms-and-conditions/53ce656f5e29cc6df90000002>).
- ix. **Gifts.** If you provide us with Personal Information about others, if others give us your information, or if you authorize another individual to share or send your Personal Information to our third party service provider(s) for the purpose of ordering the Service or other personalized gift(s), we will only use that information for the purpose for which it was provided to us. These purposes may include, for example, where you provide us with a friend's shipping address when placing an order or where you authorize a family member to order personalized merchandise based on your ancestry report results. Once a gift recipient registers for our Services and agrees to our [Privacy Statement](https://www.23andme.com/about/privacy/) (<https://www.23andme.com/about/privacy/>), our [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>), and if applicable, certain [Consent Documents](https://www.23andme.com/about/consent/) (<https://www.23andme.com/about/consent/>), his or her Personal Information will be used in manners consistent with this Privacy Statement, and will not be shared with the purchaser, unless they independently choose to share their own Personal Information through the Services with the purchaser. Information shared directly with our third party service provider(s) for personalized gifts are subject to such third party's terms of service and privacy policies.
- x. **Customer service.** When you contact [Customer Care](https://customercare.23andme.com) (<https://customercare.23andme.com>) or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>), [Privacy Statement](https://www.23andme.com/about/privacy/) (<https://www.23andme.com/about/privacy/>), or applicable laws or regulations; and analyze and improve our Services.
- b. **Information related to our genetic testing services**
- i. **Saliva sample and biobanking.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genetic Service testing kit, create an online account and register your kit, and ship your saliva sample to us or our third party laboratory. Your DNA will be extracted from your saliva sample for analysis. During kit registration you are asked to review our [Consent Document for Sample Storage and Additional Genetic Analyses](https://www.23andme.com/about/biobanking/) (<https://www.23andme.com/about/biobanking/>). Unless you consent to sample storage ("Biobanking") and additional analyses, your saliva sample and DNA are destroyed after the laboratory completes its work, subject to laboratory legal and regulatory requirements. You can update your Biobanking preference to discard a stored sample within your 23andMe Account Settings once your sample has completed processing.
- ii. **Genetic Information.** Information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), your Genetic Information, is generated when we analyze and process your saliva sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the 23andMe results reported to you as part of our Services, and may be used for other purposes, as outlined in Section 3 below.
- c. **Web-Behavior Information collected through tracking technology (e.g. from cookies and similar technologies)**
- We and our third party service providers use cookies and similar technologies (such as web beacons, tags, scripts and device identifiers) to:
- help us recognize you when you use our Services;
 - customize and improve your experience;
 - provide security;
 - analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service);
 - gather demographic information about our user base;
 - offer our Services to you;
 - monitor the success of marketing programs; and
 - serve targeted advertising on our site and on other sites around the Internet.

If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on 23andMe and how to control cookies, please read our [Cookie Policy](https://www.23andme.com/about/cookies/), (<https://www.23andme.com/about/cookies/>).

Google Analytics. Google Analytics is used to perform many of the tasks listed above. We use the User-ID feature of Google Analytics to combine behavioral information across devices and sessions (including authenticated and unauthenticated sessions). We have enabled the following Google Analytics Advertising features: Remarketing, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and DoubleClick Campaign Manager integration. We do not merge information collected through any Google advertising product with individual-level information collected elsewhere by our Service. **Learn more about how Google collects and uses data [here](https://policies.google.com/technologies/partner-sites) (<https://policies.google.com/technologies/partner-sites>)**. To opt out of Google Analytics Advertising Features please use [Google Ad Settings](https://www.google.com/settings/ads) (<https://www.google.com/settings/ads>). To opt out of Google Analytics entirely please use [this link](https://tools.google.com/dlpage/gaoptout) (<https://tools.google.com/dlpage/gaoptout>).

d. Other Types of Information

We continuously work to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our Privacy Statement and/or obtain your prior consent to new processing, as needed.

3. How we use your information

23andMe will use and share your Personal Information with third parties only in the ways that are described in this Privacy Statement.

a. To provide you with Services and to analyze and improve our Services

We use the information described above in Section 2 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with this Privacy Statement to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. enable and enhance your use of our website and mobile application(s), including authenticating your visits, providing personalized content and information, and tracking your usage of our Services;
- iii. contact you about your account, and any relevant information about our Services (e.g. policy changes, security updates or issues, etc.);
- iv. enforce our Terms of Service and other agreements;
- v. monitor, detect, investigate and prevent prohibited or illegal behaviors on our Services, to combat spam and other security risks; and
- vi. perform research & development activities, which may include, for example, conducting data analysis in order to develop new or improve existing products and services, and performing quality control activities.

For individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (collectively the "Designated Countries"): We process your Personal Information in this way to provide our Services to you in accordance with our [Terms of Service](https://www.23andme.com/en-eu/about/tos/). (<https://www.23andme.com/en-eu/about/tos/>)

b. To process, analyze and deliver your genetic testing results

As described above, to receive results through the Personal Genetic Service, you must create a 23andMe account, register your kit, and submit your saliva sample to be genotyped by us or our contracted laboratory. Once genotyped, we further analyze your Genetic Information to provide you with our health and/or ancestry reports, depending on the Service purchased. 23andMe continuously works to improve our Services based on our research and product development, and genetic associations identified in scientific literature. If you are eligible to receive additional reports or updates in the future, you may be notified of or may directly access these updates.

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purposes described above is based on your consent. You may withdraw your consent at any time by deleting your Account via your 23andMe Account Settings, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

c. To allow you to share your Personal Information with others

23andMe gives you the ability to share information, including Personal Information, through the Services. You have the option to share directly with individuals with 23andMe accounts through (i) our Forums, (ii) relative finding features (e.g., "DNA Relatives"), and (iii) other sharing features and tools. You may also have the ability to share information directly with individuals who have not participated in our Service via a unique, shareable URL or through a social media platform (such information is "User Content"). Some sharing features, including receiving sharing invitations, may require that you opt-out, however you will always be required to take a positive action, such as opting in, to share Sensitive Information.

You should be thoughtful about your sharing choices. Once you have chosen to share any Personal Information, the individuals with whom you share this information, may also use or share your Personal Information, including any Sensitive Information you choose to share.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

d. To allow you to share your Personal Information for 23andMe Research purposes

You have the choice to participate in 23andMe Research by providing your consent. "23andMe Research" refers to research aimed at publication in peer-reviewed journals and other research funded by the federal government (such as the National Institutes of Health ("NIH")) conducted by 23andMe.

23andMe Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, such as non-profit foundations, academic institutions or pharmaceutical companies. 23andMe Research may study a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work

Your De-identified Genetic and Self-Reported Information may be used for 23andMe Research only if you have consented to this use by completing a Consent Document. If you have completed the main Research Consent Document: (<https://www.23andme.com/about/consent/>).

- i. Your Genetic Information and/or Self-Reported Information will be used for research purposes, but it will be de-identified and will not be linked to your Registration Information.
- ii. 23andMe may use individual-level Genetic Information and Self-Reported Information internally at 23andMe for research purposes.
- iii. 23andMe may share summary statistics, which do not identify any particular individual or contain individual-level information, with our qualified research collaborators.

If you have completed the Individual Level Data Sharing Consent (<https://www.23andme.com/about/individual-data-consent/>), or additional consent agreement, in addition to the uses above under the main Research Consent Document, 23andMe may share De-identified Individual-level Genetic Information and Self-Reported Information with select third party research collaborators for 23andMe Research purposes.

Withdrawing your Consent. You may withdraw your consent to participate in 23andMe Research at any time by changing your consent status within your 23andMe Account Settings. If you experience difficulties changing your consent status, contact the Human Protections Administrator at hpa@23andme.com (<mailto:hpa@23andme.com>). 23andMe will not include your Genetic Information or Self-Reported Information in studies that start more than 30 days after you withdraw (it may take up to 30 days to withdraw your information after you withdraw your consent). Any research involving your data that has already been performed or published prior to your withdrawal from 23andMe Research will not be reversed, undone, or withdrawn. You may also discontinue your participation in 23andMe Research by deleting your 23andMe account (as described in Section 5.d.).

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

e. To recruit you for external research

Research is an important aspect of our Services and we want to ensure interested participants are aware of additional opportunities to contribute to interesting, novel scientific research conducted by academic institutions, healthcare organizations, pharmaceutical companies, and other groups. If you have chosen to participate in 23andMe Research, from time to time we may inform you of third party research opportunities for which you may be eligible. For example, if a university tells us about a new cancer research project, we may send an email to 23andMe research participants who potentially fit the relevant eligibility criteria to make them aware of the research project and provide a link to participate with the research organization conducting the study. We will not share Individual-level Genetic Information or Self-Reported Information with any third party without your explicit consent. If you do not wish to receive these notifications, you can manage them by editing your preferences in your 23andMe Account Settings.

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

f. To provide customer support

When you contact Customer Care, we may use or request Personal Information, including Sensitive Information, as necessary to answer your questions, resolve disputes, and/or investigate and troubleshoot problems or complaints. In some instances, we may be required to process one customer's Personal Information to resolve another customer's dispute or request. For example, if a customer reports behavior that violates our Terms of Service, we will separately process both customers' Personal Information and respond separately to each individual as appropriate. We will not share your Personal Information with another customer without your consent.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above depends on the nature of the customer support request. Our legal basis can be to satisfy our contractual or legal obligations and/or our legitimate interest to improve our Services.

g. To conduct surveys or polls, and obtain testimonials

We value your feedback and may send you surveys, polls, or requests for testimonials to improve and optimize our Services. You are in control of the information you would like to share with us. If you do not wish to receive these requests, you can manage them in your 23andMe Account Settings.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above is based on our legitimate interest. We think it is important to continue improving our Services to ensure your continued enjoyment.

h. To provide you with marketing communications

By creating a 23andMe account, you are agreeing that we may send you product and promotional emails or notifications about our Services, and offers on new products, services, promotions or contests. You may also opt-in to receiving similar notifications on the website or mobile application(s). You can unsubscribe from receiving these marketing communications at any time. To unsubscribe, click the email footer "unsubscribe" link or go to the "Preferences" section of your 23andMe Account Settings to edit your email notification preferences. To opt-out of receiving website and mobile notifications, you may do so within your browser or device settings. Please note, the opt-out process differs between web browsers and mobile devices. You may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

Individuals located in Designated Countries should review Section 9.d. to understand our marketing practices in relation to the Designated Countries.

a. General service providers.

We share the information described above in Section 2 with our third party service providers, as necessary for them to provide their services to us and help us perform our contract with you. Service providers are third parties (other companies or individuals) that help us to provide, analyze and improve our Services. While 23andMe directly conducts the majority of data processing activities required to provide our Services to you, we engage some third party service providers to assist in supporting our Services, including in the following areas:

- i. **Order fulfillment and shipping.** Our payment processor processes certain Registration Information, such as your billing address and credit card information, as necessary to enable you to purchase a 23andMe kit from the 23andMe.com online store. Our distribution centers ship your kit(s) to you, and in some cases help return your kit safely to us or to our third party laboratory so your sample can be processed.
 - ii. **Our CLIA-certified genotyping lab.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genetic Service testing kit, and ship your saliva sample to us or our third party laboratory. Once delivered, receiving personnel at the laboratory remove and discard kit packaging, which in some cases may contain "sender information" (e.g., name, address), before testing personnel receive the samples for processing. Receiving personnel do not perform testing, and testing personnel handle saliva samples that are only identified by a unique barcode. For samples processed by our third party genotyping laboratory, when the laboratory has completed their analysis, they securely send the resulting Genetic Information to us identified by your unique barcode.
- During kit registration, you are asked to review our Consent Document for Sample Storage and Additional Genetic Analyses. Unless you consent to Biobanking and additional analyses, your saliva sample and DNA are destroyed after the laboratory completes its work, subject to the legal and regulatory requirements. Should you wish to update your sample storage preference to discard a stored sample, you can do so within your 23andMe Account Settings once your sample has completed processing. As detailed further in Section 5.d. (Account Deletion), our genotyping laboratory or contracted genotyping laboratory will retain certain information as necessary to comply with applicable regulatory and legal obligations.
- iii. **Customer Care support.** Our Customer Care team uses a number of tools to help organize and manage the requests we receive. These tools help to ensure we provide timely, high quality support.
 - iv. **Cloud storage, IT, and Security.** Our cloud storage providers provide secure storage for information in 23andMe databases, ensure that our infrastructure can support continued use of our Services by 23andMe customers, and protect data in the event of a natural disaster or other disruption to our Service. Our IT and security service providers assist with intrusion detection and prevention measures to stop any potential attacks against our networks. We have these third party experts perform regular penetration tests and periodically audit 23andMe's security controls.
 - v. **Marketing and analytics.** When you use our Services, including our website or mobile app(s), our third party service providers may collect Web-Behavior Information about your visit, such as the links you clicked on, the duration of your visit, and the URLs you visited. This information can help us improve site navigability and assess our Marketing campaigns. Per applicable data protection regulations, our EU, UK, and International websites present visitors with a cookie opt in to allow the processing described above via Functionality and Advertising Cookies.

NOTE: Our service providers act on 23andMe's behalf. We implement procedures and maintain contractual terms with each service provider to protect the confidentiality and security of your information. However, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.

For individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (collectively the "Designated Countries"): Where Personal Information are transferred to a third country or to an international organisation, 23andMe implements appropriate safeguards, such as contractual obligations, relating to the transfer.

b. "Targeted advertising" service providers

We permit third party advertising networks and providers to collect Web-Behavior Information regarding the use of our Services to help us to deliver targeted online advertisements ("ads") to you. They use cookies and similar technologies, to gather information about your browser's or device's visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns. We and our third party service providers will not use your Sensitive Information, such as Genetic Information and Self-Reported Information, for targeted marketing without asking for and receiving your explicit consent.

For more information about our marketing practices, please review our Cookie Policy (<https://www.23andme.com/about/cookies/>).

c. Aggregate information

We may share Aggregate Information, which is information that has been stripped of your name and contact information and combined with information of others so that you cannot reasonably be identified as an individual, with third parties. This Information is different from "Individual-level" information and is not Personal Information because it does not identify any particular individual or disclose any particular individual's data. For example, Aggregate Information may include a statement that "30% of our female users share a particular genetic trait," without providing any data or testing results specific to any individual user. In contrast, Individual-level Genetic Information or Self-Reported Information consists of data about a single individual's genotypes, diseases or other traits/characteristics information and could reveal whether a specific user has a particular genetic trait, or consist of all of the Genetic Information about that user. 23andMe will ask for your consent to share Individual-level Genetic Information or Self-Reported Information with any third party, other than our service providers as necessary for us to provide the Services to you.

d. Information we share with commonly owned entities

We may share some or all of your Personal Information with other companies under common ownership or control of 23andMe, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent in order to provide you better service and improve user experience. Generally, sharing such information is necessary for us to perform on our contract with you. We may provide additional notice and ask for your prior consent if we wish to share your Personal Information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

Under certain circumstances your Personal Information may be subject to processing pursuant to laws, regulations, judicial or other government subpoenas, warrants, or orders. For example, we may be required to disclose Personal Information in coordination with regulatory authorities in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. 23andMe will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>) and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public. View our [Transparency Report](https://www.23andme.com/transparency-report/) (<https://www.23andme.com/transparency-report/>) for more information.

NOTE: If you are participating in 23andMe Research, 23andMe will withhold disclosure of your Personal Information involved in such Research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that 23andMe has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the [Certificates of Confidentiality Kiosk](http://grants.nih.gov/grants/policy/coc/index.htm) (<http://grants.nih.gov/grants/policy/coc/index.htm>).

f. Business transactions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

5. Your choices

a. Access to your account

We provide access to your 23andMe data within your 23andMe account. You can access and download data processed by 23andMe within your 23andMe Account Settings and within applicable Reports, Tools, and features. If you lose access to your 23andMe account or account email address, please contact Customer Care for assistance. If you lose access to your 23andMe account, in certain circumstances, we may require that you submit additional information sufficient to verify your identity before providing access or otherwise releasing information to you. If you choose not to submit the required documentation, or the information provided is not sufficient for the purposes sought, 23andMe will not be able to sufficiently verify your identity in order to complete your request.

You may access, correct or update most of your [Registration Information](#) on your own within your 23andMe Account Settings. You may also review and update your consent to 23andMe Research and Biobanking. You may be able to correct Self-Reported Information entered into a survey, form, or feature within your account, such as on the [surveys page](https://you.23andme.com/research/all_questions_dashboard/) (https://you.23andme.com/research/all_questions_dashboard/), by clicking "Edit your answers here." Please note that you may not be able to delete User Content that has been shared with others through the Service and that you may not be able to delete information that has been shared with third parties.

Individuals located in Designated Countries should review Section 9.e. to understand their rights to access Personal Information.

b. Marketing communications

As noted in Section 3.h. you may be asked to opt-in to receive product and promotional emails or notifications when creating your 23andMe account or when using our Services. You may view or update your notification preferences for marketing communications by visiting your 23andMe Account Settings, opting out at the browser or device level, or by contacting our Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>). You can also click the "unsubscribe" button at the bottom of promotional email communications, as applicable.

c. Sharing outside of the 23andMe Services

You may decide to share your Personal Information with friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third party services such as social networks and third party apps that connect to our website and mobile apps through our application programming interface ("API"). These third parties may use your Personal Information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy statements of all other third parties involved in the transaction. 23andMe does not endorse or sponsor any API applications, and does not affirm the accuracy or validity of any interpretations made by third party API applications.

In general, it can be difficult to contain or retrieve Personal Information once it has been shared or disclosed. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with others. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. Users with multi-profile accounts (i.e., where multiple family members register their kits to one account) should use caution in setting profile-level privacy settings.

d. Account deletion

If you no longer wish to participate in our Services, or no longer wish to have your Personal Information be processed, you may delete your 23andMe account and Personal Information within your 23andMe Account Settings. Once you submit your request, we will send an email to the email address linked to your 23andMe account detailing our account deletion policy and requesting that you confirm your deletion request. Once you confirm your request to delete your account and data, your account will no longer be accessible while we process your request. Once you confirm your request, this process cannot be cancelled, undone, withdrawn, or reversed. When your account is deleted, all associated Personal Information is deleted and any stored samples are discarded, subject to the following limitations:

- i. Information previously included in 23andMe Research. As stated in any applicable Consent Document, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research cannot be removed from completed studies that use that information. Your data will not be included in studies that start more than 30 days after your account is closed (it may take up to 30 days to withdraw your information after your account is closed).
- ii. Legal Retention Requirements. 23andMe and/or our contracted genotyping laboratory will retain your Genetic Information, date of birth, and sex as required for compliance with applicable legal obligations, including the federal Clinical Laboratory Improvement Amendments of 1988 (CLIA), California Business and Professions Code Section 1265 and College of American Pathologists (CAP) accreditation requirements. 23andMe will also retain limited information related to your account and data deletion request, including but not limited to, your email address, account deletion request identifier, communications related to inquiries or complaints and legal agreements for a limited period of time as required by law, contractual obligations, and/or as necessary for the establishment, exercise or defense of legal claims and for audit and compliance purposes.

6. Security measures

23andMe takes seriously the trust you place in us. 23andMe implements physical, technical, and administrative measures to prevent unauthorized access to or disclosure of your information, to maintain data accuracy, to ensure the appropriate use of information, and otherwise safeguard your Personal Information. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your information. These practices include, but are not limited to the following areas:

- **ISO/IEC 27001:2013 certification.** Our information security management system, which protects 23andMe systems, has been certified under the ISO/IEC 27001:2013 standard. View or download our certification [here](https://permalinks.23andme.com/pdf/23andMe_ISO_27001_Certificate.pdf). (https://permalinks.23andme.com/pdf/23andMe_ISO_27001_Certificate.pdf)
- **Encryption.** 23andMe uses industry standard security measures to encrypt Sensitive Information both at rest and in transit.
- **Limited access to essential personnel.** We limit access to Sensitive Information to authorized personnel, based on job function and role. 23andMe access controls include multi-factor authentication, single sign-on, and strict least-privileged authorization policy.

Your Responsibility. Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which 23andMe or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

7. Children's privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed for, intended to attract, or directed toward children under the age of 18. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide information related to, his or her child who is under the age of 18. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

8. Linked websites

23andMe provides links to third party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your information to organizations operating such linked third party websites. 23andMe does not review or endorse, and is not responsible for the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe and our service providers on our behalf.

9. Information for Customers in Designated Countries

Section 9 only applies to individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (the "Designated Countries").

a. International Transfers

Your Personal Information will likely be transferred to, stored, and processed in the U.S. and other countries outside of where you live. When we conduct such transfers, we rely on various legal bases to lawfully transfer Personal Information around the world, including the European Union Commission approved model contractual clauses.

In addition to such lawful data transfer mechanisms, 23andMe continues to participate in and has certified its compliance with both the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union ("EU"), European Economic Area ("EEA"), and Switzerland to the United States, respectively. 23andMe remains committed to applying the Privacy Shield Framework's applicable Principles to Personal Information received from the EU, EEA and Switzerland. If there is any conflict between the terms in this Privacy Statement and applicable Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit the U.S. [Department of Commerce's Privacy Shield List](https://www.privacyshield.gov/list) (<https://www.privacyshield.gov/list>).

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, 23andMe is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, 23andMe may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have questions about our Privacy Shield certification, we encourage you to contact us privacy@23andme.com (<mailto:privacy@23andme.com>).

b. Our relationship with you

We are the “controller” with respect to your Personal Information because we determine the means and purposes of processing your information when using our Services.

c. Legal bases for processing Personal Information from the EU

We describe how we process your Personal Information in Sections 2 through 4 of this Privacy Statement. We may process your Personal Information if you consent to the processing, to satisfy our legal obligations, if it is necessary to carry out our obligations arising from any contracts we entered with you or to take steps at your request prior to entering into a contract with you, or for our legitimate interests to protect our property, rights or safety of 23andMe, our customers or others.

d. Direct Marketing

We will obtain your consent where required to send you marketing communications using electronic means. You may withdraw your consent at any time within your 23andMe Account Settings or by emailing privacy@23andme.com (<mailto:privacy@23andme.com>). We will only contact you by electronic means (email, push notification, SMS, etc.) with information about our Services that are similar to those which were the subject of a previous sale or negotiation of a sale to you.

We will only share your Personal Information with third parties for marketing purposes with your explicit consent. If you do not want us to use your Personal Information in this way, please review and update your 23andMe Account Settings as necessary or contact us at privacy@23andme.com (<mailto:privacy@23andme.com>). You may raise such objection with regard to initial or further processing for purposes of direct marketing at any time and free of charge. The withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

Other marketing activities will happen based on the legitimate interests of 23andMe. E.g., where we tailor marketing communications or send targeted marketing messages via post, phone or social media and other third party platforms; and in providing existing customers with information (via email or other channels) about similar products and services.

e. Privacy Rights

You can exercise your privacy rights by following the instructions below or contacting us at privacy@23andme.com (<mailto:privacy@23andme.com>). We will handle your request under applicable law. When you make a request, we may verify your identity to protect your privacy and security.

- i. **Right to withdraw consent.** To the extent 23andMe requests and you provide your consent to the processing of your Personal Information, you can withdraw your consent at any time. Your withdrawal will not affect the lawfulness of our processing based on consent before your withdrawal.
- ii. **Right of access to and rectification of your Personal Information.** Our site allows you to access and rectify certain Registration Information within your 23andMe Account Settings, and your Self-Reported Information by going to the surveys page, and other information as required by applicable law. You can download your raw Genetic Information within your 23andMe Account Settings or by going to the applicable tool in “Tools”. If you would like to access or rectify any other information, contact Customer Care and we will do our best to assist you without undue delay. We may reject part or all of your request if responding to your request could adversely affect the rights and freedoms of others.
- iii. **Right to erasure (or, “Right to be Forgotten”).** As explained under Section 5.d. (Account Deletion), we allow you to delete your account at any time. You can request erasure of Personal Information that: (a) is no longer necessary in relation to the purposes for which it was collected or otherwise processed; (b) was collected in relation to processing to which you previously consented, but later withdrew such consent; or (c) was collected in relation to processing activities to which you object, and there are no overriding legitimate grounds for our processing. If we have made your Personal Information public and we are required to erase such Personal Information, we will take reasonable steps, including technical measures, to inform controllers that are processing any links to or copies or replications of your Personal Information of your erasure request. Our assistance with your request for erasure is subject to limitations by relevant data protection laws, available technology and the cost of implementation.
- iv. **Right to data portability.** If we process your Personal Information based on a contract with you or based on your consent, or the processing is carried out by automated means, you may request your Personal Information in a structured, commonly used and machine-readable format. You may also request the transfer of your Personal Information directly to another controller, where technically feasible, unless choosing to exercise this right adversely affects the rights and freedoms of others. A “controller” is a natural or legal person, public authority, agency or other body which alone or jointly with others, determines the purposes and means of the processing of your Personal Information.
- v. **Right to restriction of our processing.** You can restrict our processing of your Personal Information where one of the following applies: (a) you dispute the accuracy of Personal Information processed by 23andMe (for a period enabling us to verify its accuracy); (b) the processing is unlawful and you oppose the erasure of the Personal Information and request the restriction of its use instead; (c) 23andMe no longer needs the Personal Information for the purposes of the processing, but it is required by you for the establishment, exercise or defense of legal claims; and (d) you have objected to certain processing relying on legitimate interest, pending the verification whether 23andMe’s legitimate grounds override your rights. Restricted Personal Information shall only be processed with your consent or for the establishment, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest. We will notify you if the restriction is lifted.
- vi. **Notification of erasure, rectification and restriction.** We will provide notice to each recipient that we disclosed your Personal Information to regarding any rectification or erasure of Personal Information or restriction of processing, unless you initiated the disclosure or providing notice proves impossible or involves disproportionate effort. Upon your request, we will share the list of recipients with you.

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vii. **Right to object to processing.** Where the processing of your Personal Information is based on consent, contract, or legitimate interests described under the Legal Bases for Processing heading above, you may restrict or object at any time, to the processing of your Personal Information as permitted by applicable law. We may continue to process your Personal Information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.

- viii. **Automated individual decision-making, including profiling.** You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal or similarly significant effects on you, except as allowed under applicable data protection laws.
- ix. **Retention of your Personal Information.** Unless you delete your account or delete certain Personal Information (i.e., User Content, etc.), we will store your Personal Information as long as your account is open. If you delete your account, we will take the steps described under “Your Choices – Account Deletion” and delete all your Personal Information, unless a longer retention period is required or permitted by law.

The rights described above may be limited by local laws. Further, your right of access and deletion is not absolute and may not be available if fulfillment of such right would, among other things:

- cause interference with execution and enforcement of the law and legal private rights (such as in the case of the investigation or detection of legal claims or the right to a fair trial);
- breach or prejudice the rights of confidentiality and security of others;
- prejudice security or grievance investigations, corporate re-organizations, future and ongoing negotiations with third parties, the compliance with regulatory requirements relating to economic and financial management; or
- otherwise violate the interests of others or where the burden or cost of providing access would be disproportionate.

f. **Complaints**

If you believe that we have infringed your rights, we encourage you to contact us so that we can try to address your concerns or dispute informally. Our contact information is:

Privacy Officer
23andMe, Inc.,
349 Oyster Point Blvd,
South San Francisco, CA 94080
1.800.239.5230,
privacy@23andme.com (<mailto:privacy@23andme.com>)

Alternatively, you may contact 23andMe's EU member representative, DataRep, at <https://www.datarep.com/23andme?dpr> (<https://www.datarep.com/23andme?dpr>).

23andMe's commitment to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks entitle you to lodge a complaint via our Privacy Shield independent dispute resolution mechanism. To send your privacy complaints under the Privacy Shield Principles, please contact the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://www.bbb.org/EU-privacy-shield/for-eu-consumers> (<https://www.bbb.org/EU-privacy-shield/for-eu-consumers>) for more information and/or to file a complaint.

As a last resort and under limited circumstances, individuals from Designated Countries with residual privacy complaints may invoke a binding arbitration option before the Privacy Shield Panel.

You also have a right to lodge a complaint with a competent supervisory authority situated in the country of your habitual residence, place of work, or place of alleged infringement. You can find the relevant supervisory authority name and contact details here: https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en (https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en).

10. California Residents

Pursuant to the California Consumer Privacy Act of 2018, California residents are afforded certain additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit our [Privacy Notice for California Residents](https://www.23andme.com/about/california-privacy/) (<https://www.23andme.com/about/california-privacy/>).

11. Nevada Residents

Pursuant to Nevada law, you may direct a business that operates an internet website not to sell certain Personal Information a business has collected or will collect about you. 23andMe does not sell your Personal Information pursuant to Nevada law. For more information about how we handle and share your Personal Information or your rights under Nevada law, contact us at privacy@23andme.com (<mailto:privacy@23andme.com>)

12. Do Not Track Statement

Some browsers have a “do not track” feature that allows you to tell websites that you do not want to have your online activities tracked. At this time, due to a lack of industry standards, we do not respond to browser “do not track” signals. To learn more about interest-based advertising or to opt-out of this type of advertising, visit the [Network Advertising Initiative website](http://www.networkadvertising.org/choices) (<http://www.networkadvertising.org/choices>), and the [Digital Advertising Alliance website](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>). Options you select are browser- and device-specific.

23andMe modifies this Privacy Statement from time to time. We recommend revisiting this page periodically to stay aware of any changes to this Privacy Statement. If we modify this Privacy Statement, we'll make it available through our website. Whenever material changes to this Privacy Statement are made, we will provide you with notice before the modifications are effective, such as by posting a notice on our website or sending a message to the email address associated with your account.

By continuing to access or use the Services after changes to this Privacy Statement becomes effective, you agree to be bound by the revised Privacy Statement. If any changes are unacceptable to you, you may stop using our Services and delete your account at any time.

We also may provide additional "just-in-time" disclosures or additional information about the data collection, use and sharing practices of specific Services. Such notices may supplement or clarify our privacy practices or may provide you with additional choices about how 23andMe processes your Personal Information.

14. Contact Information

If you have questions about this Privacy Statement, or wish to submit a complaint, request or inquiry, please email 23andMe's Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>), or send a letter to:

Privacy Administrator
23andMe, Inc.
349 Oyster Point Blvd
South San Francisco, CA 94080
1.800.239.5230



SERVICES

[Health + Ancestry \(/dna-health-ancestry/\)](#)

[Ancestry Service \(/dna-ancestry/\)](#)

[23andMe+ Membership \(/membership/\)](#)

[Gifts \(/gifts/\)](#)

COMPANY

[Investors \(https://investors.23andme.com/\)](https://investors.23andme.com/)

[About Us \(/about/\)](#)

[Diversity, Equity & Inclusion \(/diversity-equity-inclusion/\)](#)

[Media Center \(https://mediacenter.23andme.com\)](https://mediacenter.23andme.com)

[Blog \(https://blog.23andme.com/\)](https://blog.23andme.com/)

[Genetics Learning Hub \(/topics/\)](#)

[Careers \(/careers/\)](#)

[Refer a Friend \(https://refer.23andme.com/pub_footer_us\)](https://refer.23andme.com/pub_footer_us)

[Return Policy \(https://customercare.23andme.com/hc/en-us/articles/202907780\)](https://customercare.23andme.com/hc/en-us/articles/202907780)

[Customer Care \(https://customercare.23andme.com/hc/en-us/\)](https://customercare.23andme.com/hc/en-us/)

[FSA/HSA Eligibility \(/fsa-hsa/\)](#)

[Site Map \(/sitemap/\)](#)

LEGAL

[Important Test Info \(/test-info/\)](#)

[Terms of Service \(/legal/terms-of-service/\)](#)

[Privacy Statement \(/legal/privacy/\)](#)

[Data Protection \(/gdpr/\)](#)

[Family Considerations \(https://customercare.23andme.com/hc/en-us/articles/202907980\)](https://customercare.23andme.com/hc/en-us/articles/202907980)

[Research Consent \(/about/consent/\)](#)

[Individual Data Consent \(/about/individual-data-consent/\)](#)

[Biobanking Consent \(/about/biobanking/\)](#)

[Cookie Policy \(/about/cookies/\)](#)

[Cookie Choices \(/about/cookie-choices/\)](#)

[\(/about/cookie-choices/\)](#)

[\(/about/cookie-choices/\)Patent Information \(/patents/\)](#)

[Report a Security Issue \(/security-report/\)](#)

PARTNER WITH US

[Medical Professionals \(https://medical.23andme.com/\)](https://medical.23andme.com/)

[Educators \(https://education.23andme.com/\)](https://education.23andme.com/)

[Scientists \(https://research.23andme.com/\)](https://research.23andme.com/)

[Therapeutics \(https://therapeutics.23andme.com\)](https://therapeutics.23andme.com/)

[Business Development \(/business-development/\)](#)

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[. \(https://play.google.com/store/apps/details?id=com.twentythreeandme.app&hl=en_US\)](https://play.google.com/store/apps/details?id=com.twentythreeandme.app&hl=en_US)



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Exhibit J

privacy highlights page

Privacy Highlights

Last Updated: January 25, 2022

These "Privacy Highlights" provide an overview of some core components of our data handling practices. Please be sure to review the [Full Privacy Statement](https://www.23andme.com/about/privacy/#Full) (<https://www.23andme.com/about/privacy/#Full>).

Information We Collect

We generally collect the following information:

- **Information we receive when you use our Services.** We collect Web-Behavior Information via cookies and other similar tracking technologies when you use and access our Services (our website, mobile apps, products, software and other services). See our [Cookie Policy](https://www.23andme.com/about/cookies/) (<https://www.23andme.com/about/cookies/>) for more information.
- **Information you share with us.** We collect and process your information when you place an order, create an account, register your 23andMe kit, complete research surveys, post on our Forums or use other messaging features, and contact Customer Care. This information can generally be categorized as Registration Information, Self-Reported Information, and/or User Content as defined in our full Privacy Statement.
- **Information from our DNA testing services.** With your consent, we extract your DNA from your saliva sample and analyze it to produce your Genetic Information (the As, Ts, Cs, and Gs at particular locations in your genome) in order to provide you with 23andMe reports.

How We Use Information

We generally process Personal Information for the following reasons:

- **To provide our Services.** We process Personal Information in order to provide our Service, which includes processing payments, shipping kits to customers, creating customer accounts and authenticating logins, analyzing saliva samples and DNA, and delivering results and powering tools like DNA Relatives.
- **To analyze and improve our Services.** We constantly work to improve and provide new reports, tools, and Services. For example, we are constantly working to improve our ability to assign specific ancestries to your DNA segments and maximize the granularity of our results. We may also need to fix bugs or issues, analyze the use of our website to improve the customer experience or assess our marketing campaigns.
- **For 23andMe Research, with your consent.** If you choose to consent to participate in 23andMe Research, 23andMe researchers can include your de-identified Genetic Information and Self-Reported Information in a large pool of customer data for analyses aimed at making scientific discoveries.

Control: Your Choices

You have the ability to make decisions about how your data is shared and used. You choose:

- **To store or discard your saliva sample** after it has been analyzed.
- **Which health report(s)** you view and/or opt-in to view.
- When and with whom **you share your information**, including friends, family members, health care professionals, or others outside our Services, including through third party services that accept 23andMe data and social networks.
- To give or decline consent for 23andMe Research. By agreeing to the Research Consent Document, Individual Data Sharing Consent Document, or participating in a 23andMe Research Community you can consent to the use of your de-identified data for scientific research purposes.
- To delete your 23andMe account and data, at any time.

Access To Your Information

Your Personal Information may be shared in the following ways:

- **With our service providers**, as necessary for them to provide their services to us.
- **With qualified research collaborators**, only if you provide your explicit consent.

23andMe will not sell, lease, or rent your individual-level information to a third party for research purposes without your explicit consent.

- **We will not** share your data with any **public databases**.
- **We will not** provide any person's data (genetic or non-genetic) to an **insurance company** or **employer**.

How We Secure Information

23andMe implements measures and systems to ensure confidentiality, integrity, and availability of 23andMe data. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your information. These practices include, but are not limited to, the following areas:

- **Independent security certification and audit.** Our information security management system, which protects 23andMe information assets supporting our Services, has been certified under the internationally recognized ISO/IEC 27001:2013 standard. Some of those controls are described below.
- **Encryption.** 23andMe uses industry standard security measures to encrypt Sensitive Information both when it is stored and when it is being transmitted.
- **Limited access to essential personnel.** We limit access of information to authorized personnel, based on job function and role. 23andMe access controls include multi-factor authentication, single sign-on, and a strict least-privileged authorization policy.

Risks and Considerations

There may be some consequences of using our Services that you haven't considered.

- You may discover things about yourself and/or your family members that may be upsetting or cause anxiety and that you may not have the ability to control or change.
- You may discover relatives who were previously unknown to you, or may learn that someone you thought you were related to is not your biological relative.
- In the event of a data breach it is possible that your data could be associated with your identity, which could be used against your interests.

Full Privacy Statement

Last Updated: January 25, 2022

This Privacy Statement applies to all websites owned and operated by 23andMe, Inc ("23andMe"), including [www.23andme.com \(https://www.23andme.com/\)](https://www.23andme.com/), and any other websites, pages, features, or content we own or operate, and to your use of the 23andMe mobile app and any related Services. Our Privacy Statement is designed to help you better understand how we collect, use, store, process, and transfer your information when using our Services.

Please carefully review this Privacy Statement and our [Terms of Service \(https://www.23andme.com/about/tos/\)](https://www.23andme.com/about/tos/). Unless otherwise defined in this Privacy Statement, terms used in this Privacy Statement have the same meanings as terms defined in our [Terms of Service \(https://www.23andme.com/about/tos/\)](https://www.23andme.com/about/tos/). By using our Services, you acknowledge all of the policies and procedures described in the foregoing documents. If you do not agree with or you are not comfortable with any aspect of this Privacy Statement or our Terms of Service, you should immediately discontinue use of our Services.

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1. Key Definitions

1. **Aggregate Information:** information that has been combined with that of other users and analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.
2. **De-identified Information:** information that has been stripped of your Registration Information (e.g., your name and contact information) and other identifying data such that you cannot reasonably be identified as an individual, also known as pseudonymized information.
3. **Individual-level Information:** information about a single individual's genotypes, diseases or other traits/characteristics, but which is not necessarily tied to Registration Information.
4. **Personal Information:** information that can be used to identify you, either alone or in combination with other information. 23andMe collects and stores the following types of Personal Information:
 - a. **Registration Information:** information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).
 - b. **Genetic Information:** information regarding your genotypes (i.e. the As, Ts, Cs, and Gs at particular locations in your genome), generated through processing of your saliva by 23andMe or by its contractors, successors, or assignees; or otherwise processed by and/or contributed to 23andMe.
 - c. **Self-Reported Information:** information you provide directly to us, either through the Services or through a third party, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your 23andMe account.
 - d. **Sensitive Information:** information about your health, Genetic Information, and certain Self-Reported Information such as racial and ethnic origin, sexual orientation, and political affiliation.
 - e. **User Content:** information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials - other than Genetic Information and Self-Reported Information-generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe.
 - f. **Inferences and Derived Data:** information, data, assumptions, or conclusions that are derived directly or indirectly from another source of Personal Information. For example, we may use statistical techniques to infer additional genetic information based on genetic information generated directly through the processing of your saliva sample.
 - g. **Web-Behavior Information:** information on how you use our Services collected through log files, cookies, web beacons, and similar technologies, (e.g., device information (device identifiers), IP address, browser type, domains, page views).

2. Information we collect

- a. **Information you provide directly to us or through a third party**
 - i. **Registration Information.** When you purchase our Services or create a 23andMe account, we collect Personal Information, which may include your name, date of birth, billing and shipping address, payment information (e.g., credit card) and contact information (e.g. email, phone number and license number).
 - ii. **Self-Reported Information.** You have the option to provide us with additional information about yourself through surveys, forms, features and applications. For example, you may provide us with information about your personal traits (e.g., eye color, height), ethnicity, disease conditions (e.g., Type 2 Diabetes), other health-related information (e.g., pulse rate, cholesterol levels, visual acuity), and family history information (e.g., information similar to the foregoing about your family members). Before you disclose information about a family member, you should make sure you have permission from the family member to do so.
 - iii. **User Content.** Some of our Services allow you to create and post or upload content, such as data, text, software, music, audio, photographs, graphics, video, messages, or other materials that you create or provide to us through either a public or private transmission ("**User Content**"). For example, User Content includes any discussions, posts, or messages you send on our Forums.
 - iv. **Blogs and Forums.** Our website offers publicly accessible blogs. Additionally, 23andMe customers may participate in our online Forums. You should be aware that any information you provide or post in these areas may be read, collected, and used by others who access them. To request that we remove or de-identify your Personal Information from our blog or Forums, contact us at privacy@23andme.com (<mailto:privacy@23andme.com>). Please note that whenever you post something publicly, it may sometimes be impossible to remove all instances of the posted information, for example, if someone has taken a screenshot of your posting. Please exercise caution before choosing to share Personal Information publicly on our blogs, Forums or in any

- v. **Social media features and widgets.** Our Services include Social Media Features, such as the Facebook "Like" or "Share" button and widgets ("Features"). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. They may also allow third party social media services to provide us information about you, including your name, email address, and other contact information. The information we receive is dependent upon your privacy settings with the third party social media service. Features are either hosted by a third party or hosted directly on our site. Your interactions with these Features are governed by the privacy statements of the third party companies providing them. You should always review and, if necessary, adjust your privacy settings on third party websites and services before linking or connecting them to our website or Service.
- vi. **Third party services (e.g., social media).** If you use a third party site, such as Facebook or Twitter, in connection with our Services to communicate with another person (e.g., to make or post referrals or to request that we communicate with another person), then in addition to that person's name and contact information, we may also collect other information (e.g., your profile picture, network, gender, username, user ID, age range, language, country, friends lists or followers) depending on your privacy settings on the third party site. We do not control the third party site's information practices, so please review the third party's privacy statement and your settings on the third party's site carefully.
- vii. **Third party sign in.** You may create a 23andMe account and/or sign in to our Services using an account you created with a third party service, such as Google. If you provide authorization to 23andMe, we will collect and use the information you share with us via that third party service (such as your email address, name, and date of birth as specified in your third party service account) in accordance with this Privacy Statement. You are responsible for managing your credentials for your third party service account, and for maintaining the security of your third party service account. 23andMe does not have access to the credentials for your third party service account. If you choose to use third party sign in and you lose access to your credentials for your third party service account, you may not be able to access your 23andMe account. You may manage authorization for third party sign in through your 23andMe Account Settings or through your third party service account.
- viii. **Referral information and sharing.** When you refer a person to 23andMe or choose to share your 23andMe results with another person, we will ask for that person's email address. We will use their email address solely, as applicable, to make the referral or to communicate your sharing request to them, and we will let your contact know that you requested the communication. By participating in a referral program or by choosing to share information with another person, you confirm that the person has given you consent for 23andMe to communicate (e.g., via email) with him or her. The person you referred may contact us at privacy@23andme.com (<mailto:privacy@23andme.com>) to request that we remove this information from our database. For more information on our referral program, see [here](http://refer.23andme.com/terms-and-conditions/53ce656f5e29cc6df90000002) (<http://refer.23andme.com/terms-and-conditions/53ce656f5e29cc6df90000002>).
- ix. **Gifts.** If you provide us with Personal Information about others, if others give us your information, or if you authorize another individual to share or send your Personal Information to our third party service provider(s) for the purpose of ordering the Service or other personalized gift(s), we will only use that information for the purpose for which it was provided to us. These purposes may include, for example, where you provide us with a friend's shipping address when placing an order or where you authorize a family member to order personalized merchandise based on your ancestry report results. Once a gift recipient registers for our Services and agrees to our [Privacy Statement](https://www.23andme.com/about/privacy/) (<https://www.23andme.com/about/privacy/>), our [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>), and if applicable, certain [Consent Documents](https://www.23andme.com/about/consent/) (<https://www.23andme.com/about/consent/>), his or her Personal Information will be used in manners consistent with this Privacy Statement, and will not be shared with the purchaser, unless they independently choose to share their own Personal Information through the Services with the purchaser. Information shared directly with our third party service provider(s) for personalized gifts are subject to such third party's terms of service and privacy policies.
- x. **Customer service.** When you contact [Customer Care](https://customercare.23andme.com) (<https://customercare.23andme.com>) or correspond with us about our Service, we collect information to: track and respond to your inquiry; investigate any breach of our [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>), [Privacy Statement](https://www.23andme.com/about/privacy/) (<https://www.23andme.com/about/privacy/>), or applicable laws or regulations; and analyze and improve our Services.
- b. **Information related to our genetic testing services**
- i. **Saliva sample and biobanking.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genetic Service testing kit, create an online account and register your kit, and ship your saliva sample to us or our third party laboratory. Your DNA will be extracted from your saliva sample for analysis. During kit registration you are asked to review our [Consent Document for Sample Storage and Additional Genetic Analyses](https://www.23andme.com/about/biobanking/) (<https://www.23andme.com/about/biobanking/>). Unless you consent to sample storage ("Biobanking") and additional analyses, your saliva sample and DNA are destroyed after the laboratory completes its work, subject to laboratory legal and regulatory requirements. You can update your Biobanking preference to discard a stored sample within your 23andMe Account Settings once your sample has completed processing.
- ii. **Genetic Information.** Information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), your Genetic Information, is generated when we analyze and process your saliva sample, or when you otherwise contribute or access your Genetic Information through our Services. Genetic Information includes the 23andMe results reported to you as part of our Services, and may be used for other purposes, as outlined in Section 3 below.
- c. **Web-Behavior Information collected through tracking technology (e.g. from cookies and similar technologies)**
- We and our third party service providers use cookies and similar technologies (such as web beacons, tags, scripts and device identifiers) to:
- help us recognize you when you use our Services;
 - customize and improve your experience;
 - provide security;
 - analyze usage of our Services (such as to analyze your interactions with the results, reports, and other features of the Service);
 - gather demographic information about our user base;
 - offer our Services to you;
 - monitor the success of marketing programs; and
 - serve targeted advertising on our site and on other sites around the Internet.

If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, including the types of cookies found on 23andMe and how to control cookies, please read our [Cookie Policy](https://www.23andme.com/about/cookies/), (<https://www.23andme.com/about/cookies/>).

Google Analytics. Google Analytics is used to perform many of the tasks listed above. We use the User-ID feature of Google Analytics to combine behavioral information across devices and sessions (including authenticated and unauthenticated sessions). We have enabled the following Google Analytics Advertising features: Remarketing, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and DoubleClick Campaign Manager integration. We do not merge information collected through any Google advertising product with individual-level information collected elsewhere by our Service. **Learn more about how Google collects and uses data [here](https://policies.google.com/technologies/partner-sites) (<https://policies.google.com/technologies/partner-sites>)**. To opt out of Google Analytics Advertising Features please use [Google Ad Settings](https://www.google.com/settings/ads) (<https://www.google.com/settings/ads>). To opt out of Google Analytics entirely please use [this link](https://tools.google.com/dlpage/gaoptout) (<https://tools.google.com/dlpage/gaoptout>).

d. Other Types of Information

We continuously work to enhance our Services with new products, applications and features that may result in the collection of new and different types of information. We will update our Privacy Statement and/or obtain your prior consent to new processing, as needed.

3. How we use your information

23andMe will use and share your Personal Information with third parties only in the ways that are described in this Privacy Statement.

a. To provide you with Services and to analyze and improve our Services

We use the information described above in Section 2 to operate, provide, analyze and improve our Services. These activities may include, among other things, using your information in a manner consistent with this Privacy Statement to:

- i. open your account, enable purchases and process payments, communicate with you, and implement your requests (e.g., referrals);
- ii. enable and enhance your use of our website and mobile application(s), including authenticating your visits, providing personalized content and information, and tracking your usage of our Services;
- iii. contact you about your account, and any relevant information about our Services (e.g. policy changes, security updates or issues, etc.);
- iv. enforce our Terms of Service and other agreements;
- v. monitor, detect, investigate and prevent prohibited or illegal behaviors on our Services, to combat spam and other security risks; and
- vi. perform research & development activities, which may include, for example, conducting data analysis in order to develop new or improve existing products and services, and performing quality control activities.

For individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (collectively the "Designated Countries"): We process your Personal Information in this way to provide our Services to you in accordance with our [Terms of Service](https://www.23andme.com/en-eu/about/tos/). (<https://www.23andme.com/en-eu/about/tos/>)

b. To process, analyze and deliver your genetic testing results

As described above, to receive results through the Personal Genetic Service, you must create a 23andMe account, register your kit, and submit your saliva sample to be genotyped by us or our contracted laboratory. Once genotyped, we further analyze your Genetic Information to provide you with our health and/or ancestry reports, depending on the Service purchased. 23andMe continuously works to improve our Services based on our research and product development, and genetic associations identified in scientific literature. If you are eligible to receive additional reports or updates in the future, you may be notified of or may directly access these updates.

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purposes described above is based on your consent. You may withdraw your consent at any time by deleting your Account via your 23andMe Account Settings, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

c. To allow you to share your Personal Information with others

23andMe gives you the ability to share information, including Personal Information, through the Services. You have the option to share directly with individuals with 23andMe accounts through (i) our Forums, (ii) relative finding features (e.g., "DNA Relatives"), and (iii) other sharing features and tools. You may also have the ability to share information directly with individuals who have not participated in our Service via a unique, shareable URL or through a social media platform (such information is "User Content"). Some sharing features, including receiving sharing invitations, may require that you opt-out, however you will always be required to take a positive action, such as opting in, to share Sensitive Information.

You should be thoughtful about your sharing choices. Once you have chosen to share any Personal Information, the individuals with whom you share this information, may also use or share your Personal Information, including any Sensitive Information you choose to share.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

d. To allow you to share your Personal Information for 23andMe Research purposes

You have the choice to participate in 23andMe Research by providing your consent. "23andMe Research" refers to research aimed at publication in peer-reviewed journals and other research funded by the federal government (such as the National Institutes of Health ("NIH")) conducted by 23andMe.

23andMe Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, such as non-profit foundations, academic institutions or pharmaceutical companies. 23andMe Research may study a specific group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work

Your De-identified Genetic and Self-Reported Information may be used for 23andMe Research only if you have consented to this use by completing a Consent Document. If you have completed the main Research Consent Document: (<https://www.23andme.com/about/consent/>).

- i. Your Genetic Information and/or Self-Reported Information will be used for research purposes, but it will be de-identified and will not be linked to your Registration Information.
- ii. 23andMe may use individual-level Genetic Information and Self-Reported Information internally at 23andMe for research purposes.
- iii. 23andMe may share summary statistics, which do not identify any particular individual or contain individual-level information, with our qualified research collaborators.

If you have completed the Individual Level Data Sharing Consent (<https://www.23andme.com/about/individual-data-consent/>), or additional consent agreement, in addition to the uses above under the main Research Consent Document, 23andMe may share De-identified Individual-level Genetic Information and Self-Reported Information with select third party research collaborators for 23andMe Research purposes.

Withdrawing your Consent. You may withdraw your consent to participate in 23andMe Research at any time by changing your consent status within your 23andMe Account Settings. If you experience difficulties changing your consent status, contact the Human Protections Administrator at hpa@23andme.com (<mailto:hpa@23andme.com>). 23andMe will not include your Genetic Information or Self-Reported Information in studies that start more than 30 days after you withdraw (it may take up to 30 days to withdraw your information after you withdraw your consent). Any research involving your data that has already been performed or published prior to your withdrawal from 23andMe Research will not be reversed, undone, or withdrawn. You may also discontinue your participation in 23andMe Research by deleting your 23andMe account (as described in Section 5.d.).

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

e. To recruit you for external research

Research is an important aspect of our Services and we want to ensure interested participants are aware of additional opportunities to contribute to interesting, novel scientific research conducted by academic institutions, healthcare organizations, pharmaceutical companies, and other groups. If you have chosen to participate in 23andMe Research, from time to time we may inform you of third party research opportunities for which you may be eligible. For example, if a university tells us about a new cancer research project, we may send an email to 23andMe research participants who potentially fit the relevant eligibility criteria to make them aware of the research project and provide a link to participate with the research organization conducting the study. We will not share Individual-level Genetic Information or Self-Reported Information with any third party without your explicit consent. If you do not wish to receive these notifications, you can manage them by editing your preferences in your 23andMe Account Settings.

For individuals located in the Designated Countries: Our legal basis for processing your Sensitive Information for the purpose described above is based on your consent. You may withdraw your consent at any time, however, the withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

f. To provide customer support

When you contact Customer Care, we may use or request Personal Information, including Sensitive Information, as necessary to answer your questions, resolve disputes, and/or investigate and troubleshoot problems or complaints. In some instances, we may be required to process one customer's Personal Information to resolve another customer's dispute or request. For example, if a customer reports behavior that violates our Terms of Service, we will separately process both customers' Personal Information and respond separately to each individual as appropriate. We will not share your Personal Information with another customer without your consent.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above depends on the nature of the customer support request. Our legal basis can be to satisfy our contractual or legal obligations and/or our legitimate interest to improve our Services.

g. To conduct surveys or polls, and obtain testimonials

We value your feedback and may send you surveys, polls, or requests for testimonials to improve and optimize our Services. You are in control of the information you would like to share with us. If you do not wish to receive these requests, you can manage them in your 23andMe Account Settings.

For individuals located in the Designated Countries: Our legal basis for processing your Personal Information for the purpose described above is based on our legitimate interest. We think it is important to continue improving our Services to ensure your continued enjoyment.

h. To provide you with marketing communications

By creating a 23andMe account, you are agreeing that we may send you product and promotional emails or notifications about our Services, and offers on new products, services, promotions or contests. You may also opt-in to receiving similar notifications on the website or mobile application(s). You can unsubscribe from receiving these marketing communications at any time. To unsubscribe, click the email footer "unsubscribe" link or go to the "Preferences" section of your 23andMe Account Settings to edit your email notification preferences. To opt-out of receiving website and mobile notifications, you may do so within your browser or device settings. Please note, the opt-out process differs between web browsers and mobile devices. You may not opt-out of receiving non-promotional messages regarding your account, such as technical notices, purchase confirmations, or Service-related emails.

Individuals located in Designated Countries should review Section 9.d. to understand our marketing practices in relation to the Designated Countries.

a. General service providers.

We share the information described above in Section 2 with our third party service providers, as necessary for them to provide their services to us and help us perform our contract with you. Service providers are third parties (other companies or individuals) that help us to provide, analyze and improve our Services. While 23andMe directly conducts the majority of data processing activities required to provide our Services to you, we engage some third party service providers to assist in supporting our Services, including in the following areas:

- i. **Order fulfillment and shipping.** Our payment processor processes certain Registration Information, such as your billing address and credit card information, as necessary to enable you to purchase a 23andMe kit from the 23andMe.com online store. Our distribution centers ship your kit(s) to you, and in some cases help return your kit safely to us or to our third party laboratory so your sample can be processed.
 - ii. **Our CLIA-certified genotyping lab.** To use our genetic testing services, you must purchase, or receive as a gift, a 23andMe Personal Genetic Service testing kit, and ship your saliva sample to us or our third party laboratory. Once delivered, receiving personnel at the laboratory remove and discard kit packaging, which in some cases may contain "sender information" (e.g., name, address), before testing personnel receive the samples for processing. Receiving personnel do not perform testing, and testing personnel handle saliva samples that are only identified by a unique barcode. For samples processed by our third party genotyping laboratory, when the laboratory has completed their analysis, they securely send the resulting Genetic Information to us identified by your unique barcode.
- During kit registration, you are asked to review our Consent Document for Sample Storage and Additional Genetic Analyses. Unless you consent to Biobanking and additional analyses, your saliva sample and DNA are destroyed after the laboratory completes its work, subject to the legal and regulatory requirements. Should you wish to update your sample storage preference to discard a stored sample, you can do so within your 23andMe Account Settings once your sample has completed processing. As detailed further in Section 5.d. (Account Deletion), our genotyping laboratory or contracted genotyping laboratory will retain certain information as necessary to comply with applicable regulatory and legal obligations.
- iii. **Customer Care support.** Our Customer Care team uses a number of tools to help organize and manage the requests we receive. These tools help to ensure we provide timely, high quality support.
 - iv. **Cloud storage, IT, and Security.** Our cloud storage providers provide secure storage for information in 23andMe databases, ensure that our infrastructure can support continued use of our Services by 23andMe customers, and protect data in the event of a natural disaster or other disruption to our Service. Our IT and security service providers assist with intrusion detection and prevention measures to stop any potential attacks against our networks. We have these third party experts perform regular penetration tests and periodically audit 23andMe's security controls.
 - v. **Marketing and analytics.** When you use our Services, including our website or mobile app(s), our third party service providers may collect Web-Behavior Information about your visit, such as the links you clicked on, the duration of your visit, and the URLs you visited. This information can help us improve site navigability and assess our Marketing campaigns. Per applicable data protection regulations, our EU, UK, and International websites present visitors with a cookie opt in to allow the processing described above via Functionality and Advertising Cookies.

NOTE: Our service providers act on 23andMe's behalf. We implement procedures and maintain contractual terms with each service provider to protect the confidentiality and security of your information. However, we cannot guarantee the confidentiality and security of your information due to the inherent risks associated with storing and transmitting data electronically.

For individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (collectively the "Designated Countries"): Where Personal Information are transferred to a third country or to an international organisation, 23andMe implements appropriate safeguards, such as contractual obligations, relating to the transfer.

b. "Targeted advertising" service providers

We permit third party advertising networks and providers to collect Web-Behavior Information regarding the use of our Services to help us to deliver targeted online advertisements ("ads") to you. They use cookies and similar technologies, to gather information about your browser's or device's visits and usage patterns on our Services and on other websites over time, which helps to better personalize ads to match your interests, and to measure the effectiveness of ad campaigns. We and our third party service providers will not use your Sensitive Information, such as Genetic Information and Self-Reported Information, for targeted marketing without asking for and receiving your explicit consent.

For more information about our marketing practices, please review our Cookie Policy (<https://www.23andme.com/about/cookies/>).

c. Aggregate information

We may share Aggregate Information, which is information that has been stripped of your name and contact information and combined with information of others so that you cannot reasonably be identified as an individual, with third parties. This Information is different from "Individual-level" information and is not Personal Information because it does not identify any particular individual or disclose any particular individual's data. For example, Aggregate Information may include a statement that "30% of our female users share a particular genetic trait," without providing any data or testing results specific to any individual user. In contrast, Individual-level Genetic Information or Self-Reported Information consists of data about a single individual's genotypes, diseases or other traits/characteristics information and could reveal whether a specific user has a particular genetic trait, or consist of all of the Genetic Information about that user. 23andMe will ask for your consent to share Individual-level Genetic Information or Self-Reported Information with any third party, other than our service providers as necessary for us to provide the Services to you.

d. Information we share with commonly owned entities

We may share some or all of your Personal Information with other companies under common ownership or control of 23andMe, which may include our subsidiaries, our corporate parent, or any other subsidiaries owned by our corporate parent in order to provide you better service and improve user experience. Generally, sharing such information is necessary for us to perform on our contract with you. We may provide additional notice and ask for your prior consent if we wish to share your Personal Information with our commonly owned entities in a materially different way than discussed in this Privacy Statement.

Under certain circumstances your Personal Information may be subject to processing pursuant to laws, regulations, judicial or other government subpoenas, warrants, or orders. For example, we may be required to disclose Personal Information in coordination with regulatory authorities in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. 23andMe will preserve and disclose any and all information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>) and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, its users, its clients, and the public. View our [Transparency Report](https://www.23andme.com/transparency-report/) (<https://www.23andme.com/transparency-report/>) for more information.

NOTE: If you are participating in 23andMe Research, 23andMe will withhold disclosure of your Personal Information involved in such Research in response to judicial or other government subpoenas, warrants or orders in accordance with any applicable Certificate of Confidentiality that 23andMe has obtained from the National Institutes of Health (NIH). There are limits to what the Certificate of Confidentiality covers so please visit the [Certificates of Confidentiality Kiosk](http://grants.nih.gov/grants/policy/coc/index.htm) (<http://grants.nih.gov/grants/policy/coc/index.htm>).

f. Business transactions

In the event that 23andMe goes through a business transition such as a merger, acquisition by another company, or sale of all or a portion of its assets your Personal Information will likely be among the assets transferred. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Statement.

5. Your choices

a. Access to your account

We provide access to your 23andMe data within your 23andMe account. You can access and download data processed by 23andMe within your 23andMe Account Settings and within applicable Reports, Tools, and features. If you lose access to your 23andMe account or account email address, please contact Customer Care for assistance. If you lose access to your 23andMe account, in certain circumstances, we may require that you submit additional information sufficient to verify your identity before providing access or otherwise releasing information to you. If you choose not to submit the required documentation, or the information provided is not sufficient for the purposes sought, 23andMe will not be able to sufficiently verify your identity in order to complete your request.

You may access, correct or update most of your [Registration Information](#) on your own within your 23andMe Account Settings. You may also review and update your consent to 23andMe Research and Biobanking. You may be able to correct Self-Reported Information entered into a survey, form, or feature within your account, such as on the [surveys page](https://you.23andme.com/research/all_questions_dashboard/) (https://you.23andme.com/research/all_questions_dashboard/), by clicking "Edit your answers here." Please note that you may not be able to delete User Content that has been shared with others through the Service and that you may not be able to delete information that has been shared with third parties.

Individuals located in Designated Countries should review Section 9.e. to understand their rights to access Personal Information.

b. Marketing communications

As noted in Section 3.h. you may be asked to opt-in to receive product and promotional emails or notifications when creating your 23andMe account or when using our Services. You may view or update your notification preferences for marketing communications by visiting your 23andMe Account Settings, opting out at the browser or device level, or by contacting our Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>). You can also click the "unsubscribe" button at the bottom of promotional email communications, as applicable.

c. Sharing outside of the 23andMe Services

You may decide to share your Personal Information with friends and/or family members, doctors or other health care professionals, and/or other individuals outside of our Services, including through third party services such as social networks and third party apps that connect to our website and mobile apps through our application programming interface ("API"). These third parties may use your Personal Information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy statements of all other third parties involved in the transaction. 23andMe does not endorse or sponsor any API applications, and does not affirm the accuracy or validity of any interpretations made by third party API applications.

In general, it can be difficult to contain or retrieve Personal Information once it has been shared or disclosed. 23andMe will have no responsibility or liability for any consequences that may result because you have released or shared Personal Information with others. Likewise, if you are reading this because you have access to the Personal Information of a 23andMe customer through a multi-profile account, we urge you to recognize your responsibility to protect the privacy of each person within that account. Users with multi-profile accounts (i.e., where multiple family members register their kits to one account) should use caution in setting profile-level privacy settings.

d. Account deletion

If you no longer wish to participate in our Services, or no longer wish to have your Personal Information be processed, you may delete your 23andMe account and Personal Information within your 23andMe Account Settings. Once you submit your request, we will send an email to the email address linked to your 23andMe account detailing our account deletion policy and requesting that you confirm your deletion request. Once you confirm your request to delete your account and data, your account will no longer be accessible while we process your request. Once you confirm your request, this process cannot be cancelled, undone, withdrawn, or reversed. When your account is deleted, all associated Personal Information is deleted and any stored samples are discarded, subject to the following limitations:

- i. Information previously included in 23andMe Research. As stated in any applicable Consent Document, Genetic Information and/or Self-Reported Information that you have previously provided and for which you have given consent to use in 23andMe Research cannot be removed from completed studies that use that information. Your data will not be included in studies that start more than 30 days after your account is closed (it may take up to 30 days to withdraw your information after your account is closed).
- ii. Legal Retention Requirements. 23andMe and/or our contracted genotyping laboratory will retain your Genetic Information, date of birth, and sex as required for compliance with applicable legal obligations, including the federal Clinical Laboratory Improvement Amendments of 1988 (CLIA), California Business and Professions Code Section 1265 and College of American Pathologists (CAP) accreditation requirements. 23andMe will also retain limited information related to your account and data deletion request, including but not limited to, your email address, account deletion request identifier, communications related to inquiries or complaints and legal agreements for a limited period of time as required by law, contractual obligations, and/or as necessary for the establishment, exercise or defense of legal claims and for audit and compliance purposes.

6. Security measures

23andMe takes seriously the trust you place in us. 23andMe implements physical, technical, and administrative measures to prevent unauthorized access to or disclosure of your information, to maintain data accuracy, to ensure the appropriate use of information, and otherwise safeguard your Personal Information. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your information. These practices include, but are not limited to the following areas:

- **ISO/IEC 27001:2013 certification.** Our information security management system, which protects 23andMe systems, has been certified under the ISO/IEC 27001:2013 standard. View or download our certification [here](https://permalinks.23andme.com/pdf/23andMe_ISO_27001_Certificate.pdf). (https://permalinks.23andme.com/pdf/23andMe_ISO_27001_Certificate.pdf)
- **Encryption.** 23andMe uses industry standard security measures to encrypt Sensitive Information both at rest and in transit.
- **Limited access to essential personnel.** We limit access to Sensitive Information to authorized personnel, based on job function and role. 23andMe access controls include multi-factor authentication, single sign-on, and strict least-privileged authorization policy.

Your Responsibility. Please recognize that protecting your Personal Information is also your responsibility. We ask you to be responsible for safeguarding your password, and other authentication information you use to access our Services. You should not disclose your authentication information to any third party and should immediately notify 23andMe of any unauthorized use of your password. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Your information collected through the Service may be stored and processed in the United States or any other country in which 23andMe or its subsidiaries, affiliates or service providers maintain facilities and, therefore, your information may be subject to the laws of those other jurisdictions which may be different from the laws of your country of residence.

7. Children's privacy

23andMe is committed to protecting the privacy of children as well as adults. Neither 23andMe nor any of its Services are designed for, intended to attract, or directed toward children under the age of 18. A parent or guardian, however, may collect a saliva sample from, create an account for, and provide information related to, his or her child who is under the age of 18. The parent or guardian assumes full responsibility for ensuring that the information that he/she provides to 23andMe about his or her child is kept secure and that the information submitted is accurate.

8. Linked websites

23andMe provides links to third party websites operated by organizations not affiliated with 23andMe. 23andMe does not disclose your information to organizations operating such linked third party websites. 23andMe does not review or endorse, and is not responsible for the privacy practices of these organizations. We encourage you to read the privacy statements of each and every website that you visit. This Privacy Statement applies solely to information collected by 23andMe and our service providers on our behalf.

9. Information for Customers in Designated Countries

Section 9 only applies to individuals located in the European Economic Area ("EEA"), United Kingdom, or Switzerland (the "Designated Countries").

a. International Transfers

Your Personal Information will likely be transferred to, stored, and processed in the U.S. and other countries outside of where you live. When we conduct such transfers, we rely on various legal bases to lawfully transfer Personal Information around the world, including the European Union Commission approved model contractual clauses.

In addition to such lawful data transfer mechanisms, 23andMe continues to participate in and has certified its compliance with both the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information transferred from the European Union ("EU"), European Economic Area ("EEA"), and Switzerland to the United States, respectively. 23andMe remains committed to applying the Privacy Shield Framework's applicable Principles to Personal Information received from the EU, EEA and Switzerland. If there is any conflict between the terms in this Privacy Statement and applicable Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit the U.S. [Department of Commerce's Privacy Shield List](https://www.privacyshield.gov/list) (<https://www.privacyshield.gov/list>).

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, 23andMe is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, 23andMe may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have questions about our Privacy Shield certification, we encourage you to contact us privacy@23andme.com (<mailto:privacy@23andme.com>).

b. Our relationship with you

We are the “controller” with respect to your Personal Information because we determine the means and purposes of processing your information when using our Services.

c. Legal bases for processing Personal Information from the EU

We describe how we process your Personal Information in Sections 2 through 4 of this Privacy Statement. We may process your Personal Information if you consent to the processing, to satisfy our legal obligations, if it is necessary to carry out our obligations arising from any contracts we entered with you or to take steps at your request prior to entering into a contract with you, or for our legitimate interests to protect our property, rights or safety of 23andMe, our customers or others.

d. Direct Marketing

We will obtain your consent where required to send you marketing communications using electronic means. You may withdraw your consent at any time within your 23andMe Account Settings or by emailing privacy@23andme.com (<mailto:privacy@23andme.com>). We will only contact you by electronic means (email, push notification, SMS, etc.) with information about our Services that are similar to those which were the subject of a previous sale or negotiation of a sale to you.

We will only share your Personal Information with third parties for marketing purposes with your explicit consent. If you do not want us to use your Personal Information in this way, please review and update your 23andMe Account Settings as necessary or contact us at privacy@23andme.com (<mailto:privacy@23andme.com>). You may raise such objection with regard to initial or further processing for purposes of direct marketing at any time and free of charge. The withdrawal of your consent will not affect the lawfulness of processing based on consent before its withdrawal.

Other marketing activities will happen based on the legitimate interests of 23andMe. E.g., where we tailor marketing communications or send targeted marketing messages via post, phone or social media and other third party platforms; and in providing existing customers with information (via email or other channels) about similar products and services.

e. Privacy Rights

You can exercise your privacy rights by following the instructions below or contacting us at privacy@23andme.com (<mailto:privacy@23andme.com>). We will handle your request under applicable law. When you make a request, we may verify your identity to protect your privacy and security.

- i. **Right to withdraw consent.** To the extent 23andMe requests and you provide your consent to the processing of your Personal Information, you can withdraw your consent at any time. Your withdrawal will not affect the lawfulness of our processing based on consent before your withdrawal.
- ii. **Right of access to and rectification of your Personal Information.** Our site allows you to access and rectify certain Registration Information within your 23andMe Account Settings, and your Self-Reported Information by going to the surveys page, and other information as required by applicable law. You can download your raw Genetic Information within your 23andMe Account Settings or by going to the applicable tool in “Tools”. If you would like to access or rectify any other information, contact Customer Care and we will do our best to assist you without undue delay. We may reject part or all of your request if responding to your request could adversely affect the rights and freedoms of others.
- iii. **Right to erasure (or, “Right to be Forgotten”).** As explained under Section 5.d. (Account Deletion), we allow you to delete your account at any time. You can request erasure of Personal Information that: (a) is no longer necessary in relation to the purposes for which it was collected or otherwise processed; (b) was collected in relation to processing to which you previously consented, but later withdrew such consent; or (c) was collected in relation to processing activities to which you object, and there are no overriding legitimate grounds for our processing. If we have made your Personal Information public and we are required to erase such Personal Information, we will take reasonable steps, including technical measures, to inform controllers that are processing any links to or copies or replications of your Personal Information of your erasure request. Our assistance with your request for erasure is subject to limitations by relevant data protection laws, available technology and the cost of implementation.
- iv. **Right to data portability.** If we process your Personal Information based on a contract with you or based on your consent, or the processing is carried out by automated means, you may request your Personal Information in a structured, commonly used and machine-readable format. You may also request the transfer of your Personal Information directly to another controller, where technically feasible, unless choosing to exercise this right adversely affects the rights and freedoms of others. A “controller” is a natural or legal person, public authority, agency or other body which alone or jointly with others, determines the purposes and means of the processing of your Personal Information.
- v. **Right to restriction of our processing.** You can restrict our processing of your Personal Information where one of the following applies: (a) you dispute the accuracy of Personal Information processed by 23andMe (for a period enabling us to verify its accuracy); (b) the processing is unlawful and you oppose the erasure of the Personal Information and request the restriction of its use instead; (c) 23andMe no longer needs the Personal Information for the purposes of the processing, but it is required by you for the establishment, exercise or defense of legal claims; and (d) you have objected to certain processing relying on legitimate interest, pending the verification whether 23andMe’s legitimate grounds override your rights. Restricted Personal Information shall only be processed with your consent or for the establishment, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest. We will notify you if the restriction is lifted.
- vi. **Notification of erasure, rectification and restriction.** We will provide notice to each recipient that we disclosed your Personal Information to regarding any rectification or erasure of Personal Information or restriction of processing, unless you initiated the disclosure or providing notice proves impossible or involves disproportionate effort. Upon your request, we will share the list of recipients with you.

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vii. **Right to object to processing.** Where the processing of your Personal Information is based on consent, contract, or legitimate interests described under the Legal Bases for Processing heading above, you may restrict or object, at any time, to the processing of your Personal Information as permitted by applicable law. We may continue to process your Personal Information if it is necessary for the defense of legal claims, or for any other exceptions permitted by applicable law.

- viii. **Automated individual decision-making, including profiling.** You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal or similarly significant effects on you, except as allowed under applicable data protection laws.
- ix. **Retention of your Personal Information.** Unless you delete your account or delete certain Personal Information (i.e., User Content, etc.), we will store your Personal Information as long as your account is open. If you delete your account, we will take the steps described under "Your Choices – Account Deletion" and delete all your Personal Information, unless a longer retention period is required or permitted by law.

The rights described above may be limited by local laws. Further, your right of access and deletion is not absolute and may not be available if fulfillment of such right would, among other things:

- cause interference with execution and enforcement of the law and legal private rights (such as in the case of the investigation or detection of legal claims or the right to a fair trial);
- breach or prejudice the rights of confidentiality and security of others;
- prejudice security or grievance investigations, corporate re-organizations, future and ongoing negotiations with third parties, the compliance with regulatory requirements relating to economic and financial management; or
- otherwise violate the interests of others or where the burden or cost of providing access would be disproportionate.

f. Complaints

If you believe that we have infringed your rights, we encourage you to contact us so that we can try to address your concerns or dispute informally. Our contact information is:

Privacy Officer
23andMe, Inc.,
349 Oyster Point Blvd,
South San Francisco, CA 94080
1.800.239.5230,
privacy@23andme.com (<mailto:privacy@23andme.com>)

Alternatively, you may contact 23andMe's EU member representative, DataRep, at <https://www.datarep.com/23andme> (<https://www.datarep.com/23andme>).

23andMe has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/privacy-shield-complaints/> (<https://bbbprograms.org/privacy-shield-complaints/>) for more information and to file a complaint. This service is provided free of charge to you.

As a last resort and under limited circumstances, individuals from Designated Countries with residual privacy complaints may invoke a binding arbitration option before the Privacy Shield Panel.

You also have a right to lodge a complaint with a competent supervisory authority situated in the country of your habitual residence, place of work, or place of alleged infringement. You can find the relevant supervisory authority name and contact details here: https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en (https://ec.europa.eu/info/law/law-topic/data-protection/reform/what-are-data-protection-authorities-dpas_en).

10. California Residents

Pursuant to the California Consumer Privacy Act of 2018, California residents are afforded certain additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit our [Privacy Notice for California Residents](https://www.23andme.com/about/california-privacy/) (<https://www.23andme.com/about/california-privacy/>).

11. Nevada Residents

Pursuant to Nevada law, you may direct a business that operates an internet website not to sell certain Personal Information a business has collected or will collect about you. 23andMe does not sell your Personal Information pursuant to Nevada law. For more information about how we handle and share your Personal Information or your rights under Nevada law, contact us at privacy@23andme.com (<mailto:privacy@23andme.com>)

12. Do Not Track Statement

Some browsers have a "do not track" feature that allows you to tell websites that you do not want to have your online activities tracked. At this time, due to a lack of industry standards, we do not respond to browser "do not track" signals. To learn more about interest-based advertising or to opt-out of this type of advertising, visit the [Network Advertising Initiative website](http://www.networkadvertising.org/choices) (<http://www.networkadvertising.org/choices>) and the [Digital Advertising Alliance website](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>). Options you select are browser- and device-specific.

23andMe modifies this Privacy Statement from time to time. We recommend revisiting this page periodically to stay aware of any changes to this Privacy Statement. If we modify this Privacy Statement, we'll make it available through our website. Whenever material changes to this Privacy Statement are made, we will provide you with notice before the modifications are effective, such as by posting a notice on our website or sending a message to the email address associated with your account.

By continuing to access or use the Services after changes to this Privacy Statement becomes effective, you agree to be bound by the revised Privacy Statement. If any changes are unacceptable to you, you may stop using our Services and delete your account at any time.

We also may provide additional "just-in-time" disclosures or additional information about the data collection, use and sharing practices of specific Services. Such notices may supplement or clarify our privacy practices or may provide you with additional choices about how 23andMe processes your Personal Information.

14. Contact Information

If you have questions about this Privacy Statement, or wish to submit a complaint, request or inquiry, please email 23andMe's Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>), or send a letter to:

Privacy Administrator
23andMe, Inc.
349 Oyster Point Blvd
South San Francisco, CA 94080
1.800.239.5230



SERVICES

[Health + Ancestry \(/dna-health-ancestry/\)](#)

[Ancestry Service \(/dna-ancestry/\)](#)

[23andMe+ Membership \(/membership/\)](#)

[Gifts \(/gifts/\)](#)

COMPANY

[Investors \(https://investors.23andme.com/\)](https://investors.23andme.com/)

[About Us \(/about/\)](#)

[Diversity, Equity & Inclusion \(/diversity-equity-inclusion/\)](#)

[Media Center \(https://mediacenter.23andme.com\)](https://mediacenter.23andme.com)

[Blog \(https://blog.23andme.com/\)](https://blog.23andme.com/)

[Genetics Learning Hub \(/topics/\)](#)

[Careers \(/careers/\)](#)

[Refer a Friend \(https://refer.23andme.com/pub_footer_us\)](https://refer.23andme.com/pub_footer_us)

[Return Policy \(https://customercare.23andme.com/hc/en-us/articles/202907780\)](https://customercare.23andme.com/hc/en-us/articles/202907780)

[Customer Care \(https://customercare.23andme.com/hc/en-us/\)](https://customercare.23andme.com/hc/en-us/)

[FSA/HSA Eligibility \(/fsa-hsa/\)](#)

[Site Map \(/sitemap/\)](#)

LEGAL

[Important Test Info \(/test-info/\)](#)

[Terms of Service \(/legal/terms-of-service/\)](#)

[Privacy Statement \(/legal/privacy/\)](#)

[Data Protection \(/gdpr/\)](#)

[Family Considerations \(https://customercare.23andme.com/hc/en-us/articles/202907980\)](https://customercare.23andme.com/hc/en-us/articles/202907980)

[Research Consent \(/about/consent/\)](#)

[Individual Data Consent \(/about/individual-data-consent/\)](#)

[Biobanking Consent \(/about/biobanking/\)](#)

[Cookie Policy \(/about/cookies/\)](#)

[Cookie Choices \(/about/cookie-choices/\)](#)

[\(/about/cookie-choices/\)](#)

[\(/about/cookie-choices/\)Patent Information \(/patents/\)](#)

[Report a Security Issue \(/security-report/\)](#)

PARTNER WITH US

[Medical Professionals \(https://medical.23andme.com/\)](https://medical.23andme.com/)

[Educators \(https://education.23andme.com/\)](https://education.23andme.com/)

[Scientists \(https://research.23andme.com/\)](https://research.23andme.com/)

[Therapeutics \(https://therapeutics.23andme.com/\)](https://therapeutics.23andme.com/)

[Business Development \(/business-development/\)](#)

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Exhibit K

Privacy Statement

Last Updated: June 8, 2022

What you should know about privacy at 23andMe

At 23andMe, Privacy is in our DNA.

This Privacy Statement applies to all websites owned and operated by 23andMe, including www.23andme.com (<https://www.23andme.com/>), and any other websites, pages, features, or content we own or operate, and to your use of the 23andMe mobile app and any related Services.

To keep things simple, we use the same terms here as in our [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>). We'll let you know in this Privacy Statement if we have a new or different definition for a term. You should read our entire Privacy Statement, but if you only have a few minutes you can take a look at this [summary](https://www.23andme.com/privacy/) (<https://www.23andme.com/privacy/>).

The information 23andMe collects

We try not to speak in legalese, but there are some useful definitions we use to describe data we collect in providing the Services to you.

When we say **Personal Information**, we use this as a general term to refer to the different data categories we describe in this section that personally identify you. Your Personal Information can be either:

- **Individual-level Information:** information about a single individual, such as their genotypes, diseases or other traits or characteristics.
- **De-identified Information:** information that has been stripped of identifying data such that an individual cannot reasonably be identified.

Here are the types of information we collect:

- **Registration Information:** information you provide during account registration or when purchasing the Services, such as a name, user ID, password, date of birth, billing address, shipping address, payment information (e.g., credit card), account authentication information, or contact information (e.g., email, phone number).
- **Genetic Information:** information regarding your genotype (e.g., the As, Ts, Cs, and Gs at particular locations in your DNA). Genetic Information includes the 23andMe genetic data and reports provided to you as part of our Services.
- **Sample Information:** information regarding any sample, such as a saliva sample, that you submit for processing to be analyzed to provide you with Genetic Information, laboratory values or other data provided through our Services.
- **Self-Reported Information:** information you provide to 23andMe regarding your disease conditions, health-related information, traits, ethnicity, family history, or anything else you provide to us within our Service(s).
- **User Content:** information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials, other than Genetic Information and Self-Reported Information, generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe. For example, User Content includes comments posted on our Blog or messages you send through our Services.
- **Web-Behavior Information:** information on how you use our Services or about the way your devices use our Services is collected through log files, cookies, web beacons, and similar technologies (e.g., device information, device identifiers, IP address, browser type, domains, page views).

Aggregate Information is different from Personal Information

Aggregate Information is not Personal Information because Aggregate Information does not contain information about a specific individual. Aggregate Information is information about a group of people where names and contact information are stripped and the remaining data is combined with that of other individuals and is analyzed or evaluated as a whole, such that no specific individual may be reasonably identified.

How we collect information

- **You:** We collect information you provide to us when you request or purchase Services or information from us, register with us (including when you link your account on a third-party site or platform with your 23andMe account, such as via Google or Apple), participate in forums or other activities on our sites, features, and applications, respond to surveys, visit our physical properties, call our Customer Care support line, or otherwise interact with us using one or more devices. You may provide information in a variety of ways, including by typing or using voice commands.
- **Service Providers:** We may collect information through service providers who use a variety of technologies and tools, such as cookies, analytics tools, software development kits, application program interfaces, web beacons, pixels, and tags when you visit, use or interact with our Services. For more detail

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- **Other Third Parties:** We may receive information about you from other users, individuals, our corporate affiliates, or other third parties. For example, if someone gifts you a testing kit or Subscription, invites you to view their 23andMe Report, or otherwise refers you to 23andMe, we may collect information about you.

How we use your information

Now that we've covered the types of information we collect and how we collect it, let's review how we may use it. As a reminder, we do not sell information, and we will not use your Genetic Information for marketing or personalized advertising without your explicit consent. If you want to dig into the details of how we use your information, check out our [How We Use Your Information page \(https://www.23andme.com/legal/how-we-use-info/\)](https://www.23andme.com/legal/how-we-use-info/).

We use your information to:

- Provide our Services, including to develop, operate, improve, maintain, and safeguard our Services
- Analyze and measure trends and usage of the Services
- Communicate with you, this includes customer support, or to share information about our Services or other offers or information we think may be relevant to you
- Personalize or contextualize our Services to you
- Enhance the safety, integrity, and security of our Services, including prevention of fraud and other unauthorized or illegal activities on our Services
- Enforce, investigate, and report conduct violating our Terms of Service or other policies
- Conduct surveys or polls, and obtain testimonials or stories about you
- Comply with our legal, licensing, and regulatory obligations
- Conduct [23andMe Research \(https://customer.23andme.com/hc/en-us/sections/200565350-Research-and-Surveys\)](https://customer.23andme.com/hc/en-us/sections/200565350-Research-and-Surveys) if you choose to participate

What 23andMe Research participation means for you

23andMe has an opt-in research program, meaning that for eligible customers, taking part in 23andMe Research is completely voluntary. Refer to the [Main Research Consent \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/) for information to help you make an informed choice about participating. Here are key points about 23andMe Research, how Research uses personal information, and other ways we safeguard your privacy.

Before explaining how Research uses Personal Information, let's cover a few basics:

What is 23andMe Research?

The purpose of 23andMe Research is to make new discoveries about genetics and other factors behind diseases and traits. "23andMe Research" means research activities performed by 23andMe, either independently or jointly with third parties, and overseen by an independent ethics review board (also called an Institutional Review Board or "IRB"). 23andMe Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, including non-profit foundations, academic institutions or pharmaceutical companies. For more information on our academic collaborations, see [Research \(https://www.23andme.com/research/\)](https://www.23andme.com/research/).

What if I do not want to participate in Research?

If you are eligible to participate in Research, you choose whether to participate or not, and you can change your mind any time. Customers never need to participate in Research to use 23andMe. Nothing changes about your core 23andMe experience if you do not participate in Research. We do not use your information for Research unless you choose to specifically participate in Research.

How does 23andMe protect my information in Research?

23andMe Research analyses are conducted with information that has been stripped of your identifying Registration Information.

If you choose to consent to the [Main Research Consent \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/)...

- Your de-identified [Genetic Information](#) and/or [Self-Reported Information](#) may be used for Research.
- We may use de-identified individual-level [Genetic Information](#) and [Self-Reported Information](#) internally at 23andMe for research purposes.
- We may share summaries of research results, which do not identify any particular individual, with qualified research collaborators and in scientific publications.
- We may inform you of research opportunities for which you may be eligible. We will not share individual-level Personal Information without your explicit consent. To change your preferences for these communications, go to your [Account Settings \(https://you.23andme.com/user/edit/preferences/\)](https://you.23andme.com/user/edit/preferences/).

Some participants choose to contribute in additional ways to Research. For example, you can choose to participate in [Individual Level Data Sharing \(https://www.23andme.com/about/individual-data-consent/\)](https://www.23andme.com/about/individual-data-consent/), or additional study-specific agreement(s). Those consents are separate and, like the Main Research Consent, you can withdraw from them anytime. You should review those specific consents for the details. Take a look at your other [Research consent documents \(https://you.23andme.com/user/edit/research/\)](https://you.23andme.com/user/edit/research/).

We appreciate the level of trust you put into us. Here's how we do, and do not share your information.

Who we share with:

Service providers: Our service providers help us provide our Services and act on our behalf to get things done. We implement procedures and maintain contractual terms with each service provider to protect the confidentiality and security of your Personal Information. For example, some of the things we use service providers to help us with include: order fulfillment and shipping; processing and analyzing your samples (check out the [How We Use Info page](https://www.23andme.com/legal/how-we-use-info/) (<https://www.23andme.com/legal/how-we-use-info/>) to learn more!); sample storage (as we like to call it, "biobanking"); customer care support; cloud storage, IT, and security; marketing and analytics; and more.

Your sharing choices: You may direct us to share your Personal Information with friends, family members, doctors or other healthcare professionals, and/or any other individuals or entities who may or may not be using our Services, including through third party services such as social networks and third-party apps that connect to our Services. If you share your Personal Information with a third party, they may use your Personal Information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third parties involved.

Commonly owned entities, affiliates and change of ownership: If we are involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your Personal Information may be accessed, sold or transferred as part of that transaction and this Privacy Statement will apply to your Personal Information as transferred to the new entity. We may also disclose Personal Information about you to our corporate affiliates to help operate our services and our affiliates' services.

Third parties related to law, harm, and the public interest: We can't say it enough – 23andMe will not provide information to law enforcement or regulatory authorities unless required by law to comply with a valid court order, subpoena, or search warrant for Genetic or Personal Information. We require all law enforcement inquiries to follow a valid legal process, such as a court order or search warrant, and are prepared to exhaust available legal remedies to protect customer privacy. If we are compelled to disclose your Personal Information to law enforcement or regulatory authorities, we will try our best to provide you with prior notice, unless we are prohibited from doing so under the law.

23andMe will preserve and disclose any and all information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe [Terms of Service](https://www.23andme.com/about/tos/) (<https://www.23andme.com/about/tos/>) and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, officers, directors, contractors or other personnel, its users, and the public. Nothing in this Privacy Statement is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your Personal Information.

Who we **DO NOT** share with:

You can rest assured, we *will not* voluntarily share your Personal Information with:

- Public databases
- Insurance companies or employers
- Law enforcement or regulatory authorities (Check out our track record on this promise in our [Transparency Report](https://www.23andme.com/transparency-report/) (<https://www.23andme.com/transparency-report/>))

Your privacy settings and controls

It's your data, and we make it easy to make decisions and choices about it. Below are the types of controls you have in your Account Settings and we've listed what it means to opt-out or to opt-in:

Storing your sample

- Opt-out: No, I do not want my sample stored. If you choose to discard your sample, it will be securely destroyed after the lab completes its analysis, subject to laboratory legal and regulatory requirements. Note, a discard choice cannot be reversed.
- Opt-in: Yes, I want my sample stored. Learn more about [Biobanking](https://www.23andme.com/about/biobanking/) (<https://www.23andme.com/about/biobanking/>).

Viewing your health reports

- Opt-out: No, I do not want to receive my health reports.
- Opt-in: Yes, I do want to receive Genetic Health Risk and Carrier Status reports, as well as other reports (e.g., Pharmacogenetics reports) if available.

Sharing features

- Opt-out: No, I do not want to share my information with genetic relatives or other users via features like DNA Relatives or My Connections.

Communications preferences

- Opt-out: Please don't contact me for product or promotional purposes. In addition to changing your preferences via Account Settings or your device, you can also click the "unsubscribe" button at the bottom of promotional email communications.
- Opt-in: Yes, you can contact me (such as through email, in-product notifications, or push notifications) for product or promotional purposes.

Research participation

- Opt-out: I don't want to participate in 23andMe Research. If you experience difficulties changing your consent status in Account Settings, contact the Human Protections Administrator at hpa@23andMe.com. You can change your mind any time about your participation, however any Research involving your data that has already been performed or published prior to your withdrawal from 23andMe Research will not be reversed, undone, or withdrawn.
- Opt-in: Yes, I'd like to participate in 23andMe Research.

You can also:

Access & Download: You can access and download your Personal Information processed by 23andMe. Please note, if you lose access to your 23andMe Account, we require that you submit additional information to verify your identity before providing access or otherwise releasing information to you.

Correct Information: You can correct your Registration Information and modify Self-Reported Information entered into surveys.

Delete your Account: You can delete your 23andMe account within your Account Settings at any time. Upon account deletion, we will automatically opt you out of Research and discard your sample.

Keep in mind this process cannot be cancelled, undone, withdrawn, or reversed. For exact instructions, please read our [Customer Care guidance \(https://customercare.23andme.com/hc/en-us/articles/212170688-Requesting-23andMe-Account-Closure\)](https://customercare.23andme.com/hc/en-us/articles/212170688-Requesting-23andMe-Account-Closure).

Other things to know about privacy

Security Measures

We implement physical, technical, and administrative measures aimed at preventing unauthorized access to or disclosure of your Personal Information. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your Personal Information. To learn more about our practices, please visit our [Customer Care guidance \(https://customercare.23andme.com/hc/en-us/articles/202907840-How-Is-My-Personal-Information-Protected\)](https://customercare.23andme.com/hc/en-us/articles/202907840-How-Is-My-Personal-Information-Protected).

Please recognize that protecting your Personal Information is also your responsibility. Be mindful of keeping your password and other authentication information safe from third parties, and immediately notify 23andMe of any unauthorized use of your login credentials. Your password is not visible to 23andMe staff, and we encourage you not to share your password with 23andMe or any third parties. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Third Party Content and Integrations

Our Services may contain third party content, integrations or links to third party websites operated by organizations not affiliated with 23andMe. Through these integrations, you may be providing information to the third party as well as to 23andMe. Since we can only control our own Services, we are not responsible for how those third parties collect or use your information so please review the privacy policies of every third-party service that you visit or use, including those third parties you interact with through our Services.

State and Region-Specific Information

You may have specific privacy rights in your state or region. For example, in the United States, [residents of California and other states \(https://www.23andme.com/about/california-privacy/\)](https://www.23andme.com/about/california-privacy/) have specific privacy rights, as well as 23andMe [residents of the European Economic Area \(EEA\), the UK, Switzerland and other jurisdictions \(https://www.23andme.com/legal/eu-privacy-notice/\)](https://www.23andme.com/legal/eu-privacy-notice/).

Legal Retention Requirements

23andMe and/or our contracted genotyping laboratory will retain your Genetic Information, date of birth, and sex as required for compliance with applicable legal obligations, including the federal Clinical Laboratory Improvement Amendments of 1988 (CLIA), California Business and Professions Code Section 1265 and College of American Pathologists (CAP) accreditation requirements. 23andMe will also retain limited information related to your account and data deletion request, including but not limited to, your email address, account deletion request identifier, communications related to inquiries or complaints and legal agreements for a limited period of time as required by law, contractual obligations, and/or as necessary for the establishment, exercise or defense of legal claims and for audit and compliance purposes.

We may make changes to this Privacy Statement from time to time. We'll let you know about those changes here or by reaching out to you via email or some other contact method, such as through in-app notification, or on another website page or feature.

Contact Information

If you have questions about this Privacy Statement, or have a complaint or inquiry, please email 23andMe's Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>), call us at 1.800.239.5230, or send a letter to:

Privacy Administrator
23andMe, Inc.
349 Oyster Pt. Blvd
South San Francisco CA 94080



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SERVICES

[Health + Ancestry](#) (/dna-health-ancestry/)

[Ancestry Service](#) (/dna-ancestry/)

[23andMe+ Membership](#) (/membership/)

[Gifts](#) (/gifts/)

COMPANY

[Investors](https://investors.23andme.com/) (https://investors.23andme.com/)

[About Us](#) (/about/)

[Diversity, Equity & Inclusion](#) (/diversity-equity-inclusion/)

[Media Center](https://mediacenter.23andme.com) (https://mediacenter.23andme.com)

[Blog](https://blog.23andme.com/) (https://blog.23andme.com/)

[Genetics Learning Hub](#) (/topics/)

[Careers](#) (/careers/)

[Refer a Friend](https://refer.23andme.com/pub_footer_us) (https://refer.23andme.com/pub_footer_us)

[Return Policy](https://customer care.23andme.com/hc/en-us/articles/202907780) (https://customer care.23andme.com/hc/en-us/articles/202907780)

[Customer Care](https://customer care.23andme.com/hc/en-us/) (https://customer care.23andme.com/hc/en-us/)

[FSA/HSA Eligibility](#) (/fsa-hsa/)

[Site Map](#) (/sitemap/)

LEGAL

[Important Test Info](#) (/test-info/)

[Terms of Service](#) (/legal/terms-of-service/)

[Privacy Statement](#) (/legal/privacy/)

[Data Protection](#) (/gdpr/)

[Family Considerations](https://customer care.23andme.com/hc/en-us/articles/202907980) (https://customer care.23andme.com/hc/en-us/articles/202907980)

[Research Consent](#) (/about/consent/)

[Individual Data Consent](#) (/about/individual-data-consent/)

[Biobanking Consent](#) (/about/biobanking/)

[Cookie Policy](#) (/about/cookies/)

[Cookie Choices](#) (/about/cookie-choices/)

(/about/cookie-choices/)

(/about/cookie-choices/) [Patent Information](#) (/patents/)

[Report a Security Issue](#) (/security-report/)

PARTNER WITH US

[Medical Professionals](https://medical.23andme.com/) (https://medical.23andme.com/)

[Educators](https://education.23andme.com/) (https://education.23andme.com/)

[Scientists](https://research.23andme.com/) (https://research.23andme.com/)

[Therapeutics](https://therapeutics.23andme.com) (https://therapeutics.23andme.com)

[Business Development](#) (/business-development/)

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Exhibit L

Privacy Statement

Last Updated: March 14, 2025

What you should know about privacy at 23andMe

At 23andMe, Privacy is in our DNA.

This Privacy Statement applies to all websites owned and operated by 23andMe, Inc., including www.23andme.com (<https://www.23andme.com/>), and any other websites, pages, features, or content we own or operate, and to your use of the 23andMe mobile app and any related Services. Should you choose to receive Telehealth Services coordinated through 23andMe, with clinical services provided through licensed healthcare providers, there is a separate [Medical Record Privacy Notice](https://www.23andme.com/legal/medical-record-privacy-notice/) (<https://www.23andme.com/legal/medical-record-privacy-notice/>) that describes how your medical information is used, disclosed, and maintained.

To keep things simple, we use the same terms here as in our [Terms of Service](https://www.23andme.com/legal/terms-of-service/) (<https://www.23andme.com/legal/terms-of-service/>). We'll let you know in this Privacy Statement if we have a new or different definition for a term. You should read our entire Privacy Statement, but if you only have a few minutes you can take a look at this [summary](https://www.23andme.com/privacy/) (<https://www.23andme.com/privacy/>).

The information 23andMe collects

We try not to speak in legalese, but there are some useful definitions we use to describe data we collect in providing the Services to you.

When we say **Personal Information**, we use this as a general term to refer to the different data categories we describe in this section that either personally identify you or are about you. Your Personal Information can be either

- **Individual-level Information:** information about a single individual, such as their genotypes, diseases or other traits or characteristics.
- **De-identified Information:** information that has been stripped of identifying data, such as name and contact information, so that an individual cannot reasonably be identified.

Here are the types of Personal Information we collect:

- **Registration Information:** information you provide during account registration or when purchasing the Services, such as a name, user ID, password, date of birth, billing address, shipping address, payment information (e.g., credit card), account authentication information, or contact information (e.g., email, phone number).
- **Genetic Information:** information regarding your genotype (e.g., the As, Ts, Cs, and Gs at particular locations in your DNA). Genetic Information includes the 23andMe genetic data and reports provided to you as part of our Services.
- **Sample Information:** information regarding any sample, such as a saliva sample, that you submit for processing to be analyzed to provide you with Genetic Information, laboratory values or other data provided through our Services.
- **Self-Reported Information:** information you provide to 23andMe including your gender, disease conditions, health-related information, traits, ethnicity, family history, or anything else you provide to us within our Service(s).
- **Biometric information:** certain Self-Reported Information you provide to us or our service providers to verify your identity using biological characteristics.
- **User Content:** information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials, other than Genetic Information and Self-Reported Information, generated by users of 23andMe Services and transmitted, whether publicly or privately, to or through 23andMe. For example, User Content includes comments posted on our Blog or messages you send through our Services.
- **Web-Behavior Information:** information on how you use our Services or about the way your devices use our Services is collected through log files, cookies, web beacons, and similar technologies (e.g., device information, device identifiers, IP address, browser type, location, domains, page views).

Aggregate Information is different from Personal Information

Aggregate Information is not Personal Information because Aggregate Information does not contain information about, nor can it reasonably be linked to, a specific individual. Aggregate Information is information about a group of people, such as an analysis or evaluation of a group. Aggregate Information describes the group as a whole in such a way that no specific individual may be reasonably identified. For example, the number of 23andMe customers with a specific variant or health condition is Aggregate Information.

How we collect information

- **You:** We collect information you provide to us when you request or purchase Services or information from us (including authorizations to share data with us from another entity, like lab test results and other medical information), register with us (including when you link your account on a third-party site or platform with your 23andMe account, such as via Google or Apple), participate in forums or other activities on our sites, features, and applications, respond to surveys, visit our physical properties, call our Customer Care support line, or otherwise interact with us using one or more devices. You may provide information in a variety of ways, including by typing or using voice commands.

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- **Service Providers:** We may collect information through service providers who use a variety of technologies and tools, such as cookies, analytics tools, software development kits, application program interfaces, web beacons, pixels, and tags when you visit, use or interact with our Services. For more detail on how we collect and use Web-Behavior Information, please see our [Cookie Policy \(https://www.23andme.com/about/cookies/\)](https://www.23andme.com/about/cookies/).
 - **Other Third Parties:** We may receive information about you from other users, individuals, our corporate affiliates, or other third parties. For example, if someone gifts you a testing kit or Subscription, invites you to view their 23andMe Report, or otherwise refers you to 23andMe, we may collect information about you.
 - **23andMe:** We may infer new information from other data we collect, including using automated means to generate information about your likely preferences or other characteristics. For example, we use your Genetic Information to predict certain health predispositions, or we may infer your location (such as city, state, and country) based on your IP address.

How we use your information

Now that we've covered the types of information we collect and how we collect it, let's review how we may use it. As a reminder, we will not use your Genetic Information for personalized or targeted marketing and/or advertising without your explicit consent. If you want to dig into the details of how we use your information, check out our [How We Use Your Information page \(https://www.23andme.com/legal/how-we-use-info/\)](https://www.23andme.com/legal/how-we-use-info/).

We use your information to:

- Provide our Services, including to develop, operate, improve, maintain, and safeguard our Services, including developing new product tools and features
- Analyze and measure trends and usage of the Services
- Communicate with you, including customer support, or to share information about our Services or other offers or information we think may be relevant to you
- Personalize, contextualize and market our Services to you
- Provide cross-context behavioral or targeted advertising (learn more in our [Cookie Policy \(https://www.23andme.com/about/cookies/\)](https://www.23andme.com/about/cookies/) and [Cookie Choices \(https://www.23andme.com/about/cookie-choices/\)](https://www.23andme.com/about/cookie-choices/) page)
- Enhance the safety, integrity, and security of our Services, including prevention of fraud and other unauthorized or illegal activities on our Services
- Verify your identity and administer your User Account
- Enforce, investigate, and report conduct violating our Terms of Service or other policies
- Conduct surveys or polls, and obtain testimonials or stories about you
- Comply with our legal, licensing, and regulatory obligations
- Conduct [23andMe Research \(https://customercare.23andme.com/hc/en-us/sections/200565350-Research-and-Surveys\)](https://customercare.23andme.com/hc/en-us/sections/200565350-Research-and-Surveys), if you choose to participate

What 23andMe Research participation means for you

23andMe has an opt-in research program, meaning that for eligible customers, taking part in 23andMe Research is completely voluntary. Refer to the [Main Research Consent \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/) for information to help you make an informed choice about participating. Here are key points about 23andMe Research, how Research uses personal information, and other ways we safeguard your privacy.

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What is 23andMe Research?

The purpose of 23andMe Research is to make new discoveries about genetics and other factors behind diseases and traits. "23andMe Research" means research activities performed by 23andMe, either independently or jointly with third parties, and overseen by an independent ethics review board (also called an Institutional Review Board or "IRB"). 23andMe Research may be sponsored by, conducted on behalf of, or in collaboration with third parties, including non-profit foundations, academic institutions or pharmaceutical companies.

What if I *do not* want to participate in Research?

If you are eligible to participate in Research, you choose whether to participate or not, and you can change your mind any time. Customers never need to participate in Research to use 23andMe. Nothing changes about your core 23andMe experience if you do not participate in Research. We do not use your information for Research unless you explicitly choose to participate in Research.

How does 23andMe protect my information in Research?

23andMe Research analyses are conducted with information that has been stripped of your identifying Registration Information. You can read more about protections for your data in the [Main Research Consent \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/).

If you choose to consent to the [Main Research Consent \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/)...

- Your de-identified [Genetic Information](#) and/or [Self-Reported Information](#) may be used for Research.
- We may use de-identified individual-level [Genetic Information](#) and [Self-Reported Information](#) internally at 23andMe for research purposes.
- We may share summaries of research results, which do not identify any particular individual, with qualified research collaborators and in scientific publications.
- We may inform you of research opportunities for which you may be eligible. We will not share individual-level Personal Information without your explicit consent. To change your preferences for these communications, go to your [Account Settings \(https://you.23andme.com/user/edit/preferences/\)](https://you.23andme.com/user/edit/preferences/).

Data sharing

We appreciate the level of trust you put into us. Here's how we do, and do not share your information.

Who we share with:

Service providers: Our service providers and contractors help us provide our Services and act on our behalf to get things done. We implement procedures and maintain contractual terms with each service provider and contractor to protect the confidentiality and security of your Personal Information. For example, some of the things we use service providers and contractors to help us with include: order fulfillment and shipping; processing and analyzing your samples (check out the [How We Use Info](#) page (<https://www.23andme.com/legal/how-we-use-info/>) to learn more!); sample storage (as we like to call it, "biobanking"); customer care support; cloud storage, IT, and security; marketing and analytics; and more. Learn more about cookies, analytics, and advertising partners we use on our Services in our [Cookie Policy](#) (<https://www.23andme.com/about/cookies/>).

Your sharing choices: You may direct us to share your Personal Information with friends, family members, doctors or other healthcare professionals, and/or any other individuals or entities who may or may not be using our Services, including through third party services such as social networks and third-party apps that connect to our Services. If you share your Personal Information with a third party, they may use your Personal Information differently than we do under this Privacy Statement. Please make such choices carefully and review the privacy policies of all other third parties involved.

Commonly owned entities, affiliates and change of ownership: If we are involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your Personal Information may be accessed, sold or transferred as part of that transaction and this Privacy Statement will apply to your Personal Information as transferred to the new entity. We may also disclose Personal Information about you to our corporate affiliates to help operate our services and our affiliates' services.

Third parties related to law, harm, and the public interest: We can't say it enough – 23andMe will not provide information to law enforcement unless required by law to comply with a valid court order, subpoena, or search warrant. We require all law enforcement inquiries to follow a valid legal process, such as a court order or search warrant, and are prepared to exhaust available legal remedies to protect customer privacy. If we are compelled to disclose your Personal Information to law enforcement, we will try our best to provide you with prior notice, unless we are prohibited from doing so under the law.

23andMe will preserve and disclose any and all information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal or regulatory process (such as a judicial proceeding, court order, or government inquiry) or obligations that 23andMe may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the 23andMe [Terms of Service](#) (<https://www.23andme.com/legal/terms-of-service/>) and other policies; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 23andMe, its employees, officers, directors, contractors or other personnel, its users, and the public. Nothing in this Privacy Statement is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your Personal Information.

Who we *DO NOT* share with:

You can rest assured, *we will not* voluntarily share your Personal Information with:

- Public databases
- Insurance companies or employers
- Law enforcement, absent a valid court order, subpoena, or search warrant (Check out our track record on this promise in our [Transparency Report](#) (<https://www.23andme.com/transparency-report/>))

Your privacy settings and controls

It's your data, and we make it easy to make decisions and certain choices about it. We do not make choices on your behalf for the privacy settings described below. Below are the types of controls you have in your Account Settings and we've listed what it means to opt-out or to opt-in:

Storing your sample

- Opt-out: No, I do not want my sample stored. If you choose to discard your sample, it will be securely destroyed after the lab completes its analysis, subject to laboratory legal and regulatory requirements. Note, a discard choice cannot be reversed.
- Opt-in: Yes, I want my sample stored. Learn more about [Biobanking](#) (<https://www.23andme.com/about/biobanking/>).

Viewing your health reports

- Opt-out: No, I do not want to receive my health reports.
- Opt-in: Yes, I do want to receive Genetic Health Risk and Carrier Status reports, as well as other reports (e.g., Pharmacogenetics reports) if available.

Sharing features

- Opt-out: No, I do not want to share my information with genetic relatives or other users via features like DNA Relatives or My Connections.
- Opt-in: Yes, I want to be able to share my information so I can discover genetic relatives or connect with others.

Personalized recommendations

- Opt-out: No, I do not want to receive Personalized Recommendations based on my sensitive data categories.
- Opt-in: Yes, I want to receive Personalized Recommendations to receive custom health and wellness recommendations, offers, and other information based on my sensitive data categories. Learn more about [Personalized Recommendations \(https://customercare.23andme.com/hc/en-us/articles/9295505340183\)](https://customercare.23andme.com/hc/en-us/articles/9295505340183).

Communications preferences

- Opt-out: Please don't contact me for promotional purposes. In addition to changing your preferences via Account Settings or your device, you can also click the "unsubscribe" button at the bottom of promotional email communications.
- Opt-in: Yes, you can contact me (such as through email, in-product notifications, or push notifications) for product or promotional purposes.

Research participation

- Opt-out: I don't want to participate in 23andMe Research. If you experience difficulties changing your consent status in Account Settings, contact the Human Protections Administrator at hpa@23andMe.com. You can change your mind any time about your participation, however any Research involving your data that has already been performed or published prior to your withdrawal from 23andMe Research will not be reversed, undone, or withdrawn.
- Opt-in: Yes, I'd like to participate in 23andMe Research. Learn more about [Research \(https://www.23andme.com/about/consent/\)](https://www.23andme.com/about/consent/).

You can also:

Access & Download: You can access and download your Personal Information processed by 23andMe. Please note, if you lose access to your 23andMe Account, we require that you submit additional information to verify your identity before providing access or otherwise releasing information to you.

Correct Information: You can correct your Registration Information and modify Self-Reported Information entered into surveys.

Delete your Account: You can delete your 23andMe account within your Account Settings at any time. Upon account deletion, we will automatically opt you out of Research and discard your sample.

Keep in mind this process cannot be canceled, undone, withdrawn, or reversed, and your account deletion is subject to retention requirements and certain exceptions. For exact instructions, please read our [Customer Care guidance \(https://customercare.23andme.com/hc/en-us/articles/212170688-Requesting-23andMe-Account-Closure\)](https://customercare.23andme.com/hc/en-us/articles/212170688-Requesting-23andMe-Account-Closure).

Other things to know about privacy

Security Measures

We implement physical, technical, and administrative measures aimed at preventing unauthorized access to or disclosure of your Personal Information. Our team regularly reviews and improves our security practices to help ensure the integrity of our systems and your Personal Information. To learn more about our practices, please visit our [Customer Care guidance \(https://customercare.23andme.com/hc/en-us/articles/202907840-How-Is-My-Personal-Information-Protected\)](https://customercare.23andme.com/hc/en-us/articles/202907840-How-Is-My-Personal-Information-Protected).

Please recognize that protecting your Personal Information is also your responsibility. Be mindful of keeping your password and other authentication information safe from third parties, and immediately notify 23andMe of any unauthorized use of your login credentials. Your password is not visible to 23andMe staff, and we encourage you not to share your password with 23andMe or any third parties. 23andMe cannot secure Personal Information that you release on your own or that you request us to release.

Third Party Content and Integrations

Our Services may contain third party content, integrations or links to third party websites operated by organizations not affiliated with 23andMe. Through these integrations, you may be providing information to the third party as well as to 23andMe. Since we can only control our own Services, we are not responsible for how those third parties collect or use your information so please review the privacy policies of every third-party service that you visit or use, including those third parties you interact with through our Services.

Federal, State, and Region-Specific Information

You may have specific privacy rights in your state or region. For example, in the United States, [residents of California and other states \(https://www.23andme.com/about/california-privacy/\)](https://www.23andme.com/about/california-privacy/) have specific privacy rights, as well as 23andMe [residents of the European Economic Area \(EEA\), the UK, Switzerland and other jurisdictions \(https://www.23andme.com/legal/eu-privacy-notice/\)](https://www.23andme.com/legal/eu-privacy-notice/).

Federal and state laws (including the federal Genetic Information Non-discrimination Act or "GINA") provide some protection from employer and health insurance discrimination based on your genetics. [Learn more \(https://customercare.23andme.com/hc/en-us/articles/202907820-What-Is-GINA-\)](https://customercare.23andme.com/hc/en-us/articles/202907820-What-Is-GINA-).

We retain Personal Information for as long as necessary to provide the Services and fulfill the transactions you have requested, comply with our legal obligations, resolve disputes, enforce our agreements, and other legitimate and lawful business purposes. Because these needs can vary for different data types in the context of different services, actual retention periods can vary significantly based on criteria such as user expectations or consent, the sensitivity of the data, the availability of automated controls that enable users to delete data, and our legal or contractual obligations.

23andMe and/or our contracted genotyping laboratory will retain your Genetic Information, date of birth, and sex as required for compliance with applicable legal obligations, including the federal Clinical Laboratory Improvement Amendments of 1988 (CLIA), California Business and Professions Code Section 1265 and College of American Pathologists (CAP) accreditation requirements, even if you chose to delete your account. 23andMe will also retain limited information related to your account and data deletion request, including but not limited to, your email address, account deletion request identifier, communications related to inquiries or complaints and legal agreements for a limited period of time as required by law, contractual obligations, and/or as necessary for the establishment, exercise or defense of legal claims and for audit and compliance purposes.

Changes to this Privacy Statement

We may make changes to this Privacy Statement from time to time. We'll let you know about those changes here or by reaching out to you via email or some other contact method, such as through in-app notification, or on another website page or feature.

Contact Information

If you have questions about this Privacy Statement, or have a complaint or inquiry, please email 23andMe's Privacy Administrator at privacy@23andme.com (<mailto:privacy@23andme.com>), call us at 1.800.239.5230, or send a letter to:

Privacy Administrator
23andMe, Inc.
870 Market Street, Room 415
San Francisco, CA 94102

[Read the previous version of the document. \(/legal/privacy/full-version/7.3/\)](/legal/privacy/full-version/7.3/)



SERVICES

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[Ancestry Service \(/dna-ancestry/\)](/dna-ancestry/)

[23andMe+ Premium \(/membership/\)](/membership/)

[23andMe+ Total Health \(/total-health/\)](/total-health/)

[Gifts \(/gifts/\)](/gifts/)

[Merchandise \(https://merch.23andme.com/\)](https://merch.23andme.com/)

COMPANY

[Investors \(https://investors.23andme.com/\)](https://investors.23andme.com/)

[About Us \(/about/\)](/about/)

[Stories \(/stories/\)](/stories/)

[Surname Discovery \(https://discover.23andme.com/\)](https://discover.23andme.com/)

[Diversity, Equity & Inclusion \(/diversity-equity-inclusion/\)](/diversity-equity-inclusion/)

[Media Center \(https://mediacenter.23andme.com\)](https://mediacenter.23andme.com/)

[Blog \(https://blog.23andme.com/\)](https://blog.23andme.com/)

[Genetics Learning Hub \(/topics/\)](/topics/)

[Careers \(/careers/\)](/careers/)

[Refer a Friend \(https://refer.23andme.com/pub_footer_us\)](https://refer.23andme.com/pub_footer_us)

[Return & Refund Policy \(https://customercare.23andme.com/hc/en-us/articles/202907780\)](https://customercare.23andme.com/hc/en-us/articles/202907780)

[Customer Care \(https://customercare.23andme.com/hc/en-us/\)](https://customercare.23andme.com/hc/en-us/)

[FSA/HSA Eligibility \(/fsa-hsa/\)](/fsa-hsa/)

[Site Map \(/sitemap/\)](/sitemap/)

LEGAL

[Important Test Info \(/test-info/\)](/test-info/)

[Terms of Service \(/legal/terms-of-service/\)](/legal/terms-of-service/)

[Privacy Statement \(/legal/privacy/\)](/legal/privacy/)

[Data Protection \(/gdpr/\)](/gdpr/)

[Family Considerations \(https://customercare.23andme.com/hc/en-us/articles/202907980\)](https://customercare.23andme.com/hc/en-us/articles/202907980)

[Research Consent \(/about/consent/\)](/about/consent/)

[Individual Data Consent \(/about/individual-data-consent/\)](/about/individual-data-consent/)

[Biobanking Consent \(/about/biobanking/\)](/about/biobanking/)

[Cookie Policy \(/about/cookies/\)](/about/cookies/)

[Cookie Choices \(/about/cookie-choices/\)](/about/cookie-choices/)

[Patent Information \(/patents/\)](/patents/)

[Report a Security Issue \(/security-report/\)](/security-report/)

[Consumer Health Data Privacy Policy \(/legal/us-privacy/#washington-consumer-health-data-privacy-policy\)](/legal/us-privacy/#washington-consumer-health-data-privacy-policy)

PARTNER WITH US

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[Scientists \(https://research.23andme.com/\)](https://research.23andme.com/)

[Business Development \(https://partner.23andme.com/\)](https://partner.23andme.com/)



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Exhibit M

Terms of Service

Last Updated: March 14, 2025

THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. VIEW THESE TERMS [HERE](#).

Welcome to 23andMe Terms of Service

Like the As, Ts, Cs, and Gs that make up your DNA, our Terms of Service (what we call the “Terms”) make up the agreement between 23andMe, Inc. (“23andMe”) and you. These Terms govern your use and access to 23andMe’s products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by you, regardless if the use is in connection with an account or not (collectively, the “Services”).

Please read the Terms carefully, and any policies, guidelines, or rules applicable to such Services, as they constitute a legal agreement between 23andMe and you. We also encourage you to review our Privacy Statement for additional information. Of course, if you do not agree with our Terms or any other policies, then do not use the Services. You can delete your account from your Account Settings at any time.

These Terms apply to you if you live in the United States or if you access our Services in the United States. If you live outside the United States, please review the Terms available in the respective region specific to the 23andMe Services you access.

1. Who Can Use the Services

We believe everyone should be able to access, understand, and benefit from their genome. That said, there are a few restrictions about who can use our Services. By using the Services or creating an account, you represent, warrant and agree that:

- You can form a binding contract with 23andMe;
- You are not a person barred from receiving the Services under the laws of the jurisdiction from which you use the Services;
- You are at least 18 years old;
- Any sample you provide to 23andMe is either your own, or the sample of a minor for whom you are a parent or legal guardian, or the sample of a person for whom you are a legally authorized representative;
- The sample you provide is not from a bone marrow or stem cell recipient (Why? Click [here \(https://customer care.23andme.com/hc/en-us/articles/202907990-I-Received-a-Bone-Marrow-Transplant-Can-I-Use-the-23andMe-Personal-Genetic-Service\)](https://customer care.23andme.com/hc/en-us/articles/202907990-I-Received-a-Bone-Marrow-Transplant-Can-I-Use-the-23andMe-Personal-Genetic-Service) more information);
- You are not an insurance company or an employer; and
- You will not use the Services for any investigative forensic genealogy uses.

Other Terms and Conditions

If you choose to use or purchase additional Services for a business or commercial purpose, or any purpose other than personal use, they may have their own terms and conditions. The specific terms and conditions associated with the use or purchase of additional Services are made a part of these Terms by this reference. Just like you agree to these Terms, you agree to abide by those additional terms and conditions too. In the event those additional terms may conflict with or be inconsistent with these Terms, including any arbitration provision or dispute resolution provision, these Terms will control.

The following terms also govern and apply to your use of the Services, and they are incorporated herein by this reference:

- [Membership Terms \(https://www.23andme.com/about/tos/subscription/\)](https://www.23andme.com/about/tos/subscription/)
- [Telehealth Terms \(https://www.23andme.com/legal/telehealth-tos/\)](https://www.23andme.com/legal/telehealth-tos/)
- [Important Test Info \(https://www.23andme.com/test-info/\)](https://www.23andme.com/test-info/)

Each of these terms and conditions may be changed from time to time.

23andMe may make changes to the Terms at any time. If we make a material change to the Terms, we will notify you, such as by posting a notice on our website or sending a message to the email address associated with your account. By continuing to access or use the Services, you agree to be bound by the revised Terms.

Risks and Considerations Regarding 23andMe Services

Once you obtain your Genetic Information, the knowledge is irrevocable. You should not assume that any information provided to you, whether now or as genetic research advances, will be welcome or positive. As research advances, you may need to obtain further Services from 23andMe, your physician, a genetic counselor, or other healthcare provider. We encourage you to talk to a genetic counselor to help you understand your results and testing options.

Some people feel a little anxious about getting genetic health results and you may learn information about yourself that you do not anticipate. This is normal. If you feel very anxious, you should speak to your physician or a genetic counselor prior to collecting your sample for testing. Additionally, you may discover things about yourself that trouble you and that you may not have the ability to control or change (e.g., your father is not genetically your father, surprising facts related to your ancestry, or that someone with your genotype may have a higher than average chance of developing a specific condition or disease).

Here's our policy on re-processing failed samples:

- If the initial processing fails for any of above reasons, we will reprocess the same sample at no charge to the user.
- If the second attempt to process the same sample fails, we will offer to send another sample collection kit to the user to collect a second sample at no charge.
- If the second attempt to process the sample is unsuccessful, (up to 0.65% of all samples fail the second attempt at testing according to 23andMe data obtained in 2019 for all genotype testing),* 23andMe will not send additional sample collection kits and the user will be entitled solely and exclusively to a complete refund of the amount paid to 23andMe, less shipping and handling, provided the user shall not resubmit another sample through a future purchase of the Service.

Note: If the user breaches this policy agreement and resubmits another sample through a future purchase of the Service and processing is not successful, 23andMe will not offer to reprocess the sample. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or incorrect (referred to as "Errors").

No Refunds. Except as may be required by applicable law, payments are non-refundable and there are no refunds or credits for partially used services. Please refer to 23andMe's Return and Refund Policy (<https://customer care.23andme.com/hc/en-us/articles/202907780>).

You should not change your health behaviors solely on the basis of Genetic Information received from 23andMe.

23andMe's Services are not intended to diagnose any condition or disease.

- For most common diseases, the genes we know about are only responsible for a small fraction of the risk. Your ethnicity, environmental factors, and lifestyle choices are far more important predictors and may affect the relevance of each report and how your results may be interpreted.
- The Services are not intended to tell you anything about your current state of health, or to be used to make medical decisions, including whether or not you should take a medication, how much of a medication you should take, or determine any treatment.
- If you have concerns or questions about what you learn through 23andMe, you should contact your physician or other healthcare provider before making any lifestyle changes. Please note that genetic risk assessment is not applicable to results of carrier screening tests.

23andMe Services are for research, informational, and educational use only. We do not provide medical advice. Please note, the Genetic Information provided by 23andMe is for research, informational, and educational use only. This means two things:

1. Many of the genetic discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing.
2. Talk to your Healthcare provider. 23andMe does not endorse, warrant or guarantee the effectiveness of any specific course of action, resources, tests, physician or other healthcare providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our website. If we provide any recommendations and/or potential ways to take action, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical advice. Reliance on any information provided by 23andMe, 23andMe employees, others appearing on our website at the invitation of 23andMe, or other visitors to our website is solely at your own risk.

While we are licensed in the State of California as a clinical laboratory, not all jurisdictions require our Services to be subject to license. Therefore, we are not universally licensed by all state, federal, or international authorities for genetic testing conducted for health and disease-related purposes. In addition, there are certain jurisdictions in which we do not offer our Services because we do not have the required licenses.

Furthermore, to expand and accelerate the understanding and practical application of genetic knowledge in healthcare, we invite all eligible genotyped users to participate in 23andMe Research. When we use the term "Product Development," it means research performed for the purpose of new product development and new product development activities performed by 23andMe on De-identified Information. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; or conducting data analysis that may lead to and/or include commercialization with a third party. Participation in such research is voluntary and based upon an Institutional Review Board-approved consent document.

*23andMe data on file.

2. Using the Services

In our Do's and Don'ts list below, we describe what you can and cannot do while using the Services.

Do's

By accessing 23andMe Services, you **agree** to, acknowledge, and represent that:

- You give permission to 23andMe, its contractors, successors, and assignees to analyze your submitted sample(s) and you specifically request 23andMe to disclose the results of analyses to you and to others you authorize.
- You acknowledge that 23andMe may offer different or additional technologies or features to collect and/or interpret your samples and information in the future, and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your samples or information without fee, and that you will have to pay additional fees in order to have your samples or information collected, processed, and/or interpreted using any future or additional technologies or features.
- You understand that by providing any sample, having your information processed, accessing your information, or providing information, you acquire no rights in any research or commercial products that may be developed by 23andMe or its collaborators. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your information.
- You will follow the user conduct guidelines, as described below at all times.

Don'ts

As a condition of your use of the Services, you warrant to 23andMe that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

Furthermore you agree you will **not** to use the Services to:

- (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- (2) impersonate any person or entity, including, but not limited to, anyone affiliated with 23andMe, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (4) "stalk" or otherwise harass another;
- (5) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (6) use any information received through the Services to attempt to identify other customers, to contact other customers (other than through features for contacting other users such as DNA Relatives offered pursuant to the Services), or for any forensic use;
- (7) download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- (8) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of 23andMe or any other party;
- (9) harm minors in any way;
- (10) advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;
- (11) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;
- (12) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (13) use manual or automated software, devices, scripts, robots, or other means or processes to access, data mine, extract, "scrape," "crawl," or "spider" any web pages or other services contained in the site, including to develop or improve any software program, algorithm, or machine learning or artificial intelligence model, unless explicitly permitted by 23andMe;
- (14) engage in "framing," "mirroring," or otherwise simulating the appearance or function of 23andMe's website;
- (15) attempt to or actually override any security component of 23andMe web services;
- (16) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- (17) violate these Terms, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with 23andMe;
- (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law; or
- (19) advocate, encourage, or assist any third party in doing any of the foregoing.

Violations of the Terms

You agree that 23andMe may, in its sole discretion and without prior notice, terminate your access to the Services. You also agree that any violation by you of these Terms, including incorporated policies, such as the user conduct guidelines, will constitute an unlawful and unfair business practice, and will cause irreparable harm to 23andMe, for which monetary damages would be inadequate, and you consent to 23andMe obtaining any injunctive or equitable relief that 23andMe deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies 23andMe may have at law or in equity.

23andMe may preserve or disclose any information we have about you if we determine that such preservation or disclosure is necessary. Reasons for disclosure may include, but are not limited to: a connection with any investigation or complaint regarding your use of the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) 23andMe's rights or property, or the rights or property of visitors to or users of the Services, including 23andMe's customers. 23andMe reserves the right to preserve or disclose any information that 23andMe deems necessary to comply with any applicable law, regulation, or valid legal process.

If 23andMe does take any legal action against you as a result of your violation of these Terms, 23andMe will be entitled to recover from you, and you agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to 23andMe. You agree that 23andMe will not be liable to you or to any third party for termination of your access to the Services as a result of any violation or suspected violation of these Terms.

Accounts, Passwords and Security

To use certain Services, you may need to create an account. You agree to provide 23andMe with accurate, updated, and complete information for your account. Any parent or guardian who uses the Services on behalf of their child who is under 18 assumes full responsibility for ensuring the information that they provide to 23andMe about their child is kept secure and that the information submitted is accurate. You are fully responsible for all activities that occur under your 23andMe account, so it's important to keep your account and password secure. If you think someone has gained access to your account, please contact our Customer Care Team immediately.

Privacy

Your use of the Services is governed by our [Privacy Statement \(https://www.23andme.com/about/privacy/\)](https://www.23andme.com/about/privacy/). We encourage you to review our Privacy Statement to learn more about how we handle data.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree 1) that providing your sample is not subject to any export ban or restriction in the country in which you reside, 2) that your sample and data may be transferred and/or processed outside the country in which you reside, and 3) that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access any Service online.

3. Licensing and Intellectual Property Rights

User Content

"User Content" is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials generated by users of the Services and transmitted, whether publicly or privately, to or through 23andMe. User Content does not include genetic or health information. To provide the Services to you, you must grant us a license to your User Content. We do not claim ownership of User Content, but you grant us a license to use it.

You give 23andMe, its affiliated companies, sublicensees and successors and assignees a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to host, reproduce, adapt, modify, translate, publish, publicly perform, store, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. You acknowledge and agree that this license includes a right for 23andMe to make such User Content available to other companies, organizations, or individuals with whom 23andMe has relationships, and to use such User Content in connection with the provision of those services.

What does it mean to provide us with a license to your User Content? It means:

- You represent and warrant to 23andMe that you have all the rights, power, and authority necessary to grant the above license.
- Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services.
- You acknowledge and agree that you, and not 23andMe, are entirely and solely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.
- You acknowledge that 23andMe and its designees have the right (but not the obligation) to modify, or remove any available User Content. Without limiting the foregoing, 23andMe and its designees shall have the right to remove any content that violates the Terms or is deemed by 23andMe, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- You understand that you should not expect any financial benefit from 23andMe as a result of having your information processed; made available to you; or, as provided in our Privacy Statement and these Terms, shared with or included in reports or data shared with any research collaborator.

Limited License

Other than User Content, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Services is owned, controlled or licensed by or to 23andMe, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

23andMe grants you a limited license to copy and distribute free of charge any information contained in 23andMe products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by 23andMe for sharing or downloading from the Services, provided that you do not:

- Remove any proprietary notice language in all copies of such documents;
- Copy or post such information on any networked computer or broadcast it in any media;
- Make modifications to any such information;
- Make any additional representations or warranties relating to such documents; and,
- Use such information for your non-personal, commercial purpose(s).

Product Warranty

- 23andMe warrants that its products will be free from defects in materials and workmanship for the period of time applicable to such products. This warranty and any other product warranties, expressed or implied, are only valid on products purchased from 23andMe.com or from one of our official authorized retail partners.
- 23andMe does not support the unauthorized resale of its products, and 23andMe is unable to ensure the quality of its products when sold by unauthorized sellers or through unauthorized channels. We strongly encourage our customers to purchase only from 23andMe.com or from one of our official authorized retail partners. 23andMe does not extend any warranty or satisfaction guarantee to products purchased from unauthorized resellers. We reserve the right to cancel orders and/or block future 23andMe.com purchases by customers that appear to be purchasing items for resale on third-party sites, or found to be using multiple accounts to attempt to surpass any quantity limits.

Product Diversion and Resale of 23andMe Products

- Only our authorized retail partners are permitted to resell 23andMe products. No other parties are authorized to sell 23andMe products or purchase products from 23andMe.com or from an authorized retail partner for the purpose of reselling the products. No person or entity, without the express written consent of 23andMe, is authorized to sell on any e-commerce platform, such as, but not limited to, Amazon, eBay, or Walmart. Authorized retail partners are prohibited from, and shall take reasonable steps to avoid, selling to any third party that intends to resell 23andMe products. In the event an authorized retail partner becomes aware, or is informed by 23andMe, that it is selling products to an unauthorized reseller, such authorized retail partner shall immediately cease doing business with such unauthorized reseller.
- Authorized retail partners agree to handle and store all 23andMe products in accordance with the Material Safety Data Sheets and any other 23andMe requirements, which are provided to authorized retail partners. Additionally, all products must be stored in secure, climate-controlled facilities. To ensure the safety and well-being

of consumers, all authorized retail partners agree to cooperate with 23andMe with respect to any product recalls or other consumer safety information dissemination efforts. Authorized retail partners further agree to maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. Authorized retail partners further agree to represent 23andMe products with current images of the products and offerings. Unauthorized retailers do not have any licenses to any 23andMe copyright or trademark rights.

- Authorized retail partners shall only sell 23andMe products in their original packaging. Relabeling, repackaging, and other alterations to 23andMe products or their packaging is not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU, or other identifying information on products or their packaging is prohibited. Authorized retail partners may not remove, translate, or modify the contents of any label or literature on or accompanying the products. Authorized retail partners shall not use 23andMe trademarks, logos, icons, product names, taglines, and slogans supplied by 23andMe, other than as permitted by 23andMe. Authorized retail partners shall promptly take down any use of 23andMe trademarks that 23andMe requests to be taken down. Authorized retail partners shall not advertise, market, display, or demonstrate non-23andMe products together with 23andMe products in a manner that would create the impression that the non-23andMe products are made by, endorsed by, or associated with 23andMe. For legitimate business reasons, certain authorized retail partners, who have the written consent of 23andMe, are not required to strictly comply with the foregoing provisions.
- Promptly upon receipt of 23andMe products, authorized retail partners must inspect the products for damage, defects, evidence of tampering, product expiration, or other non-conformances. If any defect is identified, such defective product must not be offered for sale and must promptly be reported to 23andMe.

4. Disclaimers and Limitation of Liability

Indemnity

You agree to defend and hold 23andMe, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Service; your use of the Service; your connection to the Service; your violation of the Terms; or your violation of any rights of another.

If you have submitted a sample or otherwise provided your own information, you will defend and hold harmless 23andMe, its employees, contractors, successors, and assignees from any liability arising out of the use or disclosure of any information obtained from analyzing your sample and/or analyzing your information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless 23andMe, its employees, contractors, successors, and assignees from any and all liability arising from such disclosure or use of your information.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 23ANDME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) 23ANDME MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE PRICES, DESCRIPTIONS OF ANY PRODUCT OR SERVICE, OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, OR UNFAILINGLY SECURE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 23ANDME OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND SHALL NOT BE RELIED UPON AS MEDICAL ADVICE. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. 23ANDME DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, 23ANDME SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES. (6) WE MAY REQUEST CERTAIN INFORMATION FROM YOU THAT IS APPLICABLE TO A TRANSACTION, INCLUDING, WITHOUT LIMITATION, CURRENT CREDIT CARD AND OTHER PAYMENT AND SHIPPING INFORMATION. BY PROVIDING US YOUR INFORMATION, YOU EXPRESSLY GRANT US THE RIGHT TO PROVIDE SUCH INFORMATION TO THIRD PARTIES FOR PURPOSES OF FACILITATING THE COMPLETION OF TRANSACTIONS INITIATED BY YOU OR ON YOUR BEHALF.

Limitation of Liability

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT 23ANDME SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 23ANDME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT 23ANDME SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE SERVICES, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

5. Dispute Resolution and Arbitration

Dispute Resolution (including Arbitration, Class Action Waiver and Time to Initiate Action)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

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- a. **Initial Dispute Resolution Period:** Our Customer Care team is available at customer-care@23andme.com to address any concerns you may have regarding the Services. Most concerns are quickly resolved in this manner. In an effort to accelerate resolution and reduce the cost of any Dispute (defined below) between us, you and we agree to first attempt to negotiate any Dispute informally for at least sixty (60) days before either party initiates any arbitration or court proceeding (the "Initial Dispute Resolution Period"). That period begins upon receipt of written notice from the party raising the Dispute. If we have a dispute with you, we will send the notice of that Dispute to the email address you have provided to us. If you have a dispute with us, you agree to send us a written notice by email to: dispute@23andme.com. A notice of Dispute will not be valid, and will not start the Initial Dispute Resolution Period, and will not allow you or us to later initiate a lawsuit or arbitration, unless it contains all of the information required by this paragraph: (a) subject line reading: "Notice of Dispute"; (b) description of the nature of the claim or dispute and the underlying facts; (c) date upon which the Dispute arose; (d) the specific relief sought; and (e) name, email address, and physical mailing address of the party seeking relief. The Initial Dispute Resolution Period must include a conference between you and us to attempt to informally resolve any Dispute in good faith. You will personally appear at the conference telephonically or via videoconference; if you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same conference unless all parties agree. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating an arbitration or litigation. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph. If either party violates this Initial Dispute Resolution Period paragraph, a court of competent jurisdiction has the authority to enjoin the prosecution of the arbitration or court proceeding, and, unless prohibited by law, the arbitration provider shall neither accept nor administer any such arbitration nor assess fees in connection with such arbitration.
- b. **Scope:** The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). You and we agree that any dispute, claim or controversy between you and 23andMe asserted after the effective date of these Terms, including but not limited to all disputes arising out of these Terms or your use of the Services (each, a "Dispute") shall be finally settled by binding arbitration except as expressly excluded below in the Section titled "Exceptions to Binding Arbitration."
- c. **Binding Arbitration:** If you and we do not reach an agreement to resolve the Dispute following the Initial Dispute Resolution Period (and including the conference of the parties provided in the preceding paragraph), you or we may commence an arbitration proceeding. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") and in accordance with the Expedited Procedures in those Rules, which are available at www.jamsadr.com, unless it is a Mass Arbitration before NAM, as defined below. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you or we may file a Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Expedited Procedures in the JAMS Comprehensive Arbitration Rules.
- i. **Process:** In order to initiate arbitration following the conclusion of the Initial Dispute Resolution Period, a party must provide the other party with a written demand for arbitration and file the demand with the applicable arbitration provider. A party initiating an arbitration against 23andMe must send the written demand for arbitration to 23andMe, Inc., ATTN: General Counsel, 223 N. Mathilda Ave., Sunnyvale, CA 94086. By signing the demand for arbitration, the party and its counsel certifies to the best of the party's and counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (iv) the party has complied with the Initial Dispute Resolution Period, including participation in an in-person conference, as described above. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.
- ii. **Location & Hearing:** If you are a resident of the United States, then the arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If you are not a resident of the United States, then the arbitration hearing will be held in Santa Clara County, California, United States, or another mutually agreed location. Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or 23andMe may attend remotely, unless the arbitrator requires otherwise. The language of the arbitration will be English.
- iii. **Arbitrator's Decision:** The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law. The decision of the arbitrator shall be final and binding on you and us, and any award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability, or arbitrability. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.
- iv. **Fees:** Your and our right to recover attorneys' fees, costs and arbitration fees shall be governed by the laws that apply to the parties' Dispute, as well as any applicable arbitration rules. Either party may make a request that the arbitrator award attorneys' fees and costs upon showing that the other party has asserted a claim, cross-claim, defense, or procedural tactic that is groundless in fact or law, brought in bad faith, for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the JAMS Rules.
- v. **Mass Arbitration Before NAM:** Notwithstanding the parties' decision to have arbitrations administered by JAMS (and subject to the exceptions otherwise set forth in the "Exceptions to Binding Arbitration" Section), if 25 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration." If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by NAM, a nationally recognized arbitration provider, and governed by the NAM Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "NAM Rules"), and under the rules set forth in these Terms. The NAM Rules are available at <https://namadr.com/resources/rules-fees-forms/> or by calling 1-800-358-2550. You and we agree that the Mass Arbitration shall be resolved using NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/>. Before any Mass Arbitration is filed with NAM, you and we agree to contact NAM jointly to advise that the parties intend to use NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures. The individual demands comprising the Mass Arbitration shall be submitted on NAM's claim form(s) and as directed by NAM. You and we agree that if either party fails or refuses to commence the Mass Arbitration before NAM, you or we may seek an order from NAM compelling compliance and directing administration of the Mass Arbitration before NAM. Pending resolution of any such requests, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. If for any reason the provisions in this Mass Arbitration Before NAM paragraph are found to be unenforceable, or if for any reason NAM declines to administer the Mass Arbitration, then the Disputes comprising the Mass Arbitration shall be administered by AAA consistent with the provisions of the Dispute Resolution Section of these Terms.
1. **Appointment of Procedural Arbitrator in Mass Arbitration.** You and we agree to cooperate in good faith to implement the Mass Arbitration process to minimize the time, filing fees, and costs of the Mass Arbitration. Those steps include, but are not limited to (1) the appointment of a Procedural Arbitrator to efficiently and cost-effectively manage the Mass Arbitration and to rule on proposals by the parties for the efficient and cost-effective management of the Mass Arbitration to the extent the parties cannot agree; and (2) the adoption of an expedited calendar for the arbitration proceedings.

- d. **Exceptions to Binding Arbitration.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may invoke the following exceptions to arbitration:
- i. **Provisional Remedies:** Either party may seek provisional remedies in aid of arbitration and to enforce the Initial Dispute Resolution Period from a court of appropriate jurisdiction, subject to the forum selection provisions below.
 - ii. **Intellectual Property and Trade Secret Disputes:** Either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, piracy, moral rights violations, trademark infringement, and/or trade secret misappropriation, subject to the forum selection provisions below.
 - iii. **Small Claims Court.** Either party may seek relief in a small claims court for any individual disputes or claims within the scope of that court's jurisdiction. If an arbitration is filed, before the arbitrator is formally appointed either party can send written notice to the opposing party and the applicable arbitration provider that it wants the case decided by a small claims court, after which the arbitration provider may close the case, in which instance no filing fees shall be due or payable by either party. Any disagreement about whether a Dispute is subject to small claims court shall be decided by small claims court or a court of competent jurisdiction, not the arbitrator.
- e. **Class and Collective Action Waiver.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION OR CLASS ARBITRATION.
- f. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- g. **Forum.** For any Dispute not subject to binding arbitration, to the fullest extent allowed by law, you and we agree to submit to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California (except for small claims court actions which may be brought in the county where you reside), and waive any jurisdictional, venue, or inconvenient forum objections to such courts.
- h. **Severability.** If any provision in this Dispute Resolution and Arbitration Section of these Terms is found to be unenforceable, that provision shall be severed with the remainder of this Section of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or collective actions as provided for above. This means that if the prohibition against class or collective actions is found to be unenforceable with respect to a particular claim or request for relief and any appeals have been exhausted (or if the decision is otherwise final), then such claim or request for relief shall proceed in a court of competent jurisdiction, but it shall be stayed pending arbitration of all other claims and requests for relief.
- i. **30 Day Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out by emailing us at arbitrationoptout@23andme.com. The notice must be sent within thirty (30) days of your first use of the Service, or the effective date of the first set of Terms containing an Arbitration and Class Action and Class Arbitration Waiver section otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt out of these arbitration provisions, we also will not be bound by them.

6. Other things to know

Modifications, Termination and Survival

Modification. 23andMe reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. If you violate the Terms and/or 23andMe has a reasonable ground to suspect that you have violated the Terms, 23andMe has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Termination. 23andMe may also, at any time, terminate its legal agreement with you if: (1) you have breached the Terms or incorporated policies, such as the user conduct guidelines (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms); (2) 23andMe is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom 23andMe offered the Services to you has terminated its relationship with 23andMe or ceased to offer the Services to you; (4) 23andMe is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by 23andMe is, in 23andMe's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that 23andMe shall not be liable to you or any third party for any termination of your access to the Services, and you will defend and indemnify 23andMe and its affiliates against any liability, costs, or damages arising out of the breach of the representation. Finally, 23andMe may, in its sole discretion, restrict access to the website for any reason.

Survival of Terms. When the Terms come to an end, regardless of who terminates them, both you and 23andMe will continue to be bound by all but the following sections: Limited License, Modifications to Service.

Hyperlinks and the 23andMe Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because 23andMe has no control over such sites and resources, you acknowledge and agree that 23andMe is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You should read the terms and conditions, including privacy policies, of any third parties to understand the rules and policies governing your use of their services or products.

Miscellaneous

Entire Agreement. The Terms make up the entire agreement between you and 23andMe, and supersede any prior agreements.

Governing Law. These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws, rules, or provisions.

Waiver. If we do not enforce a provision in these Terms, it will not be considered a waiver.

Severability Clause. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

Assignment. You may not assign or delegate any rights or obligations under this agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, 23andMe for any third party that assumes our rights and obligations under this agreement.

Notices to you may be made via either email or regular mail. 23andMe may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on or through the Services. Official notices must be sent to us at:

23andMe, Inc.
ATTN: General Counsel
870 Market Street, Room 415
San Francisco, CA 94102

Additionally, 23andMe accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

[Read the previous version of the document. \(/legal/terms-of-service/full-version/5.1/\)](/legal/terms-of-service/full-version/5.1/)




SERVICES

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- [23andMe+ Total Health \(/total-health/\)](/total-health/)
- [Gifts \(/gifts/\)](/gifts/)
- [Merchandise \(https://merch.23andme.com/\)](https://merch.23andme.com/)


COMPANY

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- [Surname Discovery \(https://discover.23andme.com/\)](https://discover.23andme.com/)
- [Diversity, Equity & Inclusion \(/diversity-equity-inclusion/\)](/diversity-equity-inclusion/)
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- [Blog \(https://blog.23andme.com/\)](https://blog.23andme.com/)
- [Genetics Learning Hub \(/topics/\)](/topics/)
- [Careers \(/careers/\)](/careers/)
- [Refer a Friend \(https://refer.23andme.com/pub_footer_us\)](https://refer.23andme.com/pub_footer_us)
- [Return & Refund Policy \(https://customercare.23andme.com/hc/en-us/articles/202907780\)](https://customercare.23andme.com/hc/en-us/articles/202907780)
- [Customer Care \(https://customercare.23andme.com/hc/en-us/\)](https://customercare.23andme.com/hc/en-us/)
- [FSA/HSA Eligibility \(/fsa-hsa/\)](/fsa-hsa/)
- [Site Map \(/sitemap/\)](/sitemap/)

DOWNLOAD APP

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LEGAL

- [Important Test Info \(/test-info/\)](/test-info/)
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- [Consumer Health Data Privacy Policy \(/legal/us-privacy/#washington-consumer-health-data-privacy-policy\)](/legal/us-privacy/#washington-consumer-health-data-privacy-policy)

PARTNER WITH US

- [Healthcare Professionals \(https://medical.23andme.com/\)](https://medical.23andme.com/)
- [Scientists \(https://research.23andme.com/\)](https://research.23andme.com/)
- [Business Development \(https://partner.23andme.com/\)](https://partner.23andme.com/)

Exhibit N



Shop

Privacy Notice for U.S. State Residents

Last Updated: March 15, 2024

Summary

This policy, together with the 23andMe Privacy Statement, includes the information and disclosures we are required to provide to you under U.S. State Data Protection Laws. You should read them both carefully.

This Privacy Notice for U.S. State Residents applies to residents of California, Washington, Colorado, Virginia, Utah, and Connecticut and contains information required by the California Consumer Privacy Act (“CCPA”), as amended by the California Privacy Rights Act, the Colorado Privacy Act (“CPA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Utah Consumer Privacy Act (“UCPA”), the Washington My Health My Data Act (“MHMDA”), and the Connecticut Data Privacy Act (“CTDPA”) (collectively, “U.S. State Data Protection Laws”), as amended or replaced from time to time, along with any implementing regulations, and supplements our [Privacy Statement](#).

This policy, together with the 23andMe Privacy Statement, includes the information and disclosures we are required to provide to you under U.S. State Data Protection Laws. You should read them both carefully.

23andMe applies certain privacy controls to all U.S. customers. For example, all customers can request a copy of their data, request deletion, and control their privacy settings in their Account Settings. This notice makes sure we cover state-specific requirements. In the event of any conflict between the terms of this notice and the Privacy Statement, the terms of this notice prevail.

Here is a summary before we dive into the details:

- You have the right to know whether we sell or share your Personal Information and opt-out of a sale or sharing of your Personal Information with a third party.
- You have the right to receive an overview of the Personal Information we collect, how we use it, and who we share it with.
- You have a right to limit use and sharing of your sensitive Personal Information.
- You have the right to access your Personal Information and get a copy of it.
- You have the right to correct inaccurate Personal Information.
- You have the right to delete your Personal Information.
- You or your authorized agent can always contact us if you have a question at privacy@23andme.com

Contents

1. [Your Rights](#)
2. [What We Collect](#)
3. [How We Use Your Personal Information](#)
4. [Changes to this notice](#)

1. Your Rights

When we talk about “Personal Information” in this notice, we mean any information that identifies, relates to, describes, is capable of being associated with you, or could reasonably be linked, directly or indirectly, with you, and as otherwise defined in the U.S. State Data

Protection Laws. The U.S. State Data Protection Laws do not consider publicly available information, deidentified, or aggregate consumer information as “Personal Information.”

We will not attempt to reidentify deidentified information (except as necessary to test our deidentification processes to ensure no individuals can be identified) and will use it only in deidentified form.

Let’s start with your privacy rights first. You have the right to:

- Know what Personal Information we collect, use, disclose, share, or sell.
- Receive a copy of your Personal Information.
- Correct inaccurate Personal Information.
- Delete your Personal Information.
- Receive your Personal Information in a portable and, if technically feasible, in a readily usable format.
- Opt out of: targeted advertising; the sale or sharing of your Personal Information with third parties; and/or, profiling in the furtherance of decisions that produce legal or similarly significant effects. Please see our [Cookie Choices](#) page for more information.
- Limit the use and sharing of your sensitive Personal Information. Sensitive Personal Information includes, but is not limited to, Personal Information that reveals your racial or ethnic origin, religious beliefs, mental or health conditions or diagnosis, sex life or sexual orientation, citizenship or immigration status, genetic data, precise geolocation, or as otherwise defined in applicable U.S. State Data Protection Laws. Your 23andMe Registration Information, Genetic Information, and Self-Reported information likely include sensitive Personal Information.
- Not receive discriminatory treatment if you exercise your privacy rights.

We make it easy to exercise your rights to [know](#), [correct](#), and [delete](#) your Personal Information by making them available through your Account Settings. To access Account Settings, you must [log in](#) to your 23andMe account.

If you do not have a 23andMe account and would like to make a privacy rights request, or to appeal an action we made related to your privacy request, you can email us at privacy@23andme.com with the subject line “Privacy Rights Request”. We will require some additional information to verify your identity in order to process your request. Alternatively, you may exercise your privacy rights through an authorized agent. If you use an authorized agent, we will require you to verify your identity and confirm that you have provided the authorized agent permission to submit the request on your behalf.

We will respond to your request within 45 days, and in more difficult cases we may extend our response time by another 45 days. The easiest way to exercise your rights is through your Account Settings so we can quickly verify your identity. Your rights under the U.S. State Data Protection Laws are not absolute and 23andMe may exercise limitations or exemptions as permitted by the U.S. State Data Protection Laws.

Notice of Right to Opt-Out of Sale/Sharing

Like many websites, 23andMe uses cookies (including other tracking technologies) for targeted or cross-context behavioral advertising. Cookies require your Web-Behavior Information to work.

Under the CCPA, this use of your data for cross-context behavioral advertising may constitute a “sale” or “sharing” of personal information. We let advertising providers collect identifiers (IP addresses, cookie IDs, and mobile IDs), activity data (browsing, clicks, app usage), device data, and geolocation data through our sites and apps when you use our online service. In the past 12 months, these categories of personal information may have been “sold” or “shared” as defined under CCPA. We do not have actual knowledge of selling or sharing personal information of users under the age of 16.

23andMe believes in providing you with a frictionless experience by responding to Global Privacy Control (“GPC”) signals sent by your browser or mobile device. A GPC is a signal from your browser that notifies us of your privacy preferences, such as whether or not you want us to drop cookies on your device. To check your GPC preferences, check out the settings or extensions in your browser or mobile device. Learn more about [GPC](#). Otherwise you can always opt-out of cross-context behavioral or targeted advertising any time via the [Cookie Choices](#) page.

Notice of Financial Incentive

We may provide special offers and benefits to certain customers. For example, a customer may be invited to get a free kit via a discount code or special promotion. Such offers and benefits are voluntary and customers can choose not to accept the free kit. If a customer accepts a free kit, they can choose to close their account at any time via Account Settings or by contacting us at privacy@23andme.com. We collect the same Personal Information from a customer with a free kit as a customer who purchased their kit from us. Both customers' Personal Information will be handled as detailed in this Policy.

While we do not assign a monetary value to the personal information we collect from a customer with a free kit, we do receive value in the form of customer loyalty, Research participation (if they choose to opt-in to Research), and increased engagement. The value of the personal information that we collect is reasonably related to the expenses related to our offering to you. This value will vary by customer depending on their engagement on the 23andMe Services, and many other factors.

File a complaint under the California Genetic Information Privacy Act or the Virginia Genetic Information Privacy Act

We encourage you to reach out to us with any complaints or concerns at privacy@23andme.com. Residents of the state of California or the state of Virginia may also file complaints if they believe certain rights were infringed under the California Genetic Information Privacy Act or the Virginia Genetic Information Privacy Act.

If you are a California resident, you may file a complaint with the California Attorney General, or your California county district attorney. Residents of cities with more than 750,000 residents may file a complaint with their city attorney, and residents of cities with full-time city prosecutors may file a complaint with their city prosecutor. If you wish to file a complaint with your district attorney, city attorney, or city prosecutor, contact their local office for more information.

If you are a Virginia resident, you may file a complaint with the [Virginia Attorney General](#), or contact the Virginia Consumers Protection Hotline at 1-800-552-9963.

2. What We Collect

As detailed in our Privacy Statement, we collect Personal Information for various purposes with privacy principles in mind.

Below, we describe the categories of Personal Information as defined under the CCPA for California residents, and may include reference to certain key definitions from our Privacy Statement. Some of the categories below require separate opt-in consent and these categories do not necessarily reflect all of the types of information that we may collect about you. We will provide you a separate notice if we collect any additional Personal Information about you. Some Personal Information included in the categories may overlap with other categories.

In the last twelve (12) months, we have collected the following categories of Personal Information:

- **Identifiers:** Registration Information and information contained in Web-Behavior Information and/or User Content such as your name, display name, address, online identifier, IP address, email address, username, or other similar identifiers.
- **Personal information categories listed in the California Customer Records provisions:** Certain information from Registration Information (including payment information), certain User Content (such as your name, address, or phone number), and/or certain Self-Reported Information (such as details about your employment or education).
- **Characteristics of protected classifications under California or federal law:** Certain information from Registration Information, Self-Reported Information, and/or User Content, such as your age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, and genetic information (including familial genetic information). You can review protected classes under California law [here](#).
- **Commercial information:** Certain information from Self-Reported Information and/or User Content such as products or Services purchased, obtained, or considered, survey responses regarding past purchasing history, information about products you purchased or considered, or other purchasing or consuming histories or tendencies.
- **Audio, electronic, visual, thermal, olfactory, or similar information:** Certain information from Self-Reported Information and/or User Content you provide to us through surveys or other engagement on our platform, such as when you upload a profile picture.
- **Professional or employment-related information:** Certain information from Self-Reported Information and/or User Content such as education, household income, occupation, and other professional information. This information can be collected when you apply for a job with 23andMe, fill out a survey, or otherwise engage with us.

- **Biometric information:** Certain information from Self-Reported Information and/or User Content such as physiological, behavioral, and biological characteristics that can be used to establish an individual's identity. To the extent we collect this information, we collect it directly from you when you choose to share it with us.
- **Internet or other electronic network activity information:** Web-Behavior Information such as data generated from your use of our Services and collected through log files, cookies, web beacons, and similar technologies. Such information may include your browser type, domains, page views, how long you spent on a page or feature of the website, or other data about your engagement with our Services.
- **Geolocation data:** Web-Behavior Information that includes the identification or estimation of physical location or movement.
- **Inferences drawn from other personal information:** Inferences and Derived Data includes any information, data, assumptions, or conclusions 23andMe infers based on analyses of facts, evidence, or another source of information or data. 23andMe may derive Genetic Information, such as imputed genotype data, genetic risk scores, and phenotypes (which are observable characteristics or traits). Generally this information is created by 23andMe and not collected directly from you. 23andMe may derive information from data that was collected in relation to our genetic testing services, directly from you, or through tracking technology.
- **Sensitive personal information:** Genetic Information, and certain Registration Information, Sample Information, and Self-Reported Information may be considered "sensitive." This includes data that reveals your: social security, driver's license, state identification card, or passport number; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to your account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs, or union membership; mail, email, and/or text messaging contents where 23andMe is not an intended recipient; and genetic data.

23andMe may access publicly available information or public records from federal, state, or local government records (e.g., vital records, census data).

3. How We Use Your Personal Information

As defined under the CCPA for California residents, 23andMe may use Personal Information listed above for the purposes described below or at your direction. Such purposes include:

- **Providing Services:** To provide our Services to you, including maintaining or servicing your account, providing customer service, processing or fulfilling orders and transactions, and more.
- **Audit:** Auditing related to a current interaction and concurrent transactions, or compliance with applicable laws or standards.
- **Security and Integrity:** Detecting security incidents, maintaining integrity, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- **Debugging:** Debugging to identify and repair errors that impair existing intended functionality.
- **Transient Use:** Short-term, transient use, including, but not limited to, nonpersonalized advertising shown as part of your current interaction with our business, provided that your Personal Information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the current interaction.
- **Advertising and Marketing:** To provide advertising and marketing to you, including cross-context behavioral advertising. Check out our [Cookie Choices](#) for more information on how we use your Web-Behavior Information for cross-context behavioral advertising.
- **Research and Development:** Internal research that 23andMe performs to improve and develop its products and services.
- **Quality Assurance and Product Improvement:** Activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by 23andMe, and otherwise to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by 23andMe.

If you have given your explicit consent, for example via a data transfer authorization or other consent document, we may use, disclose, or share your Personal Information for commercial or research purposes to third parties. The purpose, such as recruitment for external research or participation in 23andMe Research, may vary and will be described in the consent at that time.

In the past 12 months, we have disclosed Personal Information to service providers and contractors for the business purposes described above, and to third-party advertising and marketing companies for cross-context behavioral or targeted advertising.

We do not use or disclose sensitive Personal Information for purposes other than the business purposes permitted by CCPA, which include, for example, to perform our services, to detect and prevent security incidents, to perform services on behalf of the business, and other purposes as allowed by CCPA.

4. Changes to this notice Pg 148 of 222

23andMe will periodically review and update this notice. We recommend visiting this page to stay aware of any changes. If we modify this notice, we will make the revised notice available through our website. Click [here](#) to view the older version of this notice.

Washington Consumer Health Data Privacy Policy

If you are a Washington resident, the Washington My Health My Data Act (“WAMHMD”) requires us to provide you with the following additional information about: (1) the categories of “Consumer Health Data” (as defined in the WAMHMDA) we collect including how we use the data; (2) the categories of sources from which the consumer health data are collected (3) the categories of consumer health data that are shared; (4) a list of the categories of third parties and specific affiliates with whom we share the consumer health data; and (5) how a consumer can exercise the rights provided by the act. Please see the following chart for the information:

Consumer Health Data we Collect	Source	Purpose of Use and Collection	Categories of third-parties with whom we share
Individual health conditions, treatment, diseases, or diagnosis; Social, psychological, behavioral, and medical interventions; Health-related surgeries or procedures; Use or purchase of prescribed medication; Bodily functions, vital signs, symptoms, or measurements of other Consumer Health Data; Diagnoses or diagnostic testing, treatment, or medication; Gender-affirming care information; Reproductive or sexual health information	Self-Reported (if you choose to complete our health surveys)	Provide and manage the Services; Analyze and improve the Services;	We do not share this information unless you direct us to; if directed by you, we will provide to Lemonaid Health, an affiliate of 23andMe.
Biometric data	Self-Reported (if you choose) *For Totalheath customers only* Generated by our identity verification provider on behalf of 23andMe with your consent as you sign up for the TotalHealth services	Provide and manage the Services; Verify your identify	We do not share this information unless you direct us to
Bio sample and genetic data	Bio sample is provided by you as you sign up for our services; genetic data is generated by 23andMe based on your bio sample	Provide our services	We do not share this information unless you direct us to; if directed by you, we will provide to Lemonaid Health, an affiliate of 23andMe.
Customer Health Data “derived or extrapolated from nonhealth information (such as proxy, derivative, inferred, or emergent data by any means, including algorithms or machine learning) We only collect and use this information with your express consent to our Personalized Recommendations terms	This information is generated from your use of our Services and collected through log files, cookies, web beacons, and similar technologies. Such information may include your browser type, domains, page views, how long you spent on a page or feature of the website, or other data about your engagement with our Services.	Provide and manage the Services; Analyze and improve the Services; Advertising and marketing	Analytics and advertising partners

Your Rights

- You have the right to confirm whether we collect your Consumer Health Data, how we use it, and whether we shared or sold it, including the contact information of any third parties to whom we shared or sold your Consumer Health Data. You also have the right to obtain a copy of that Consumer Health Data free of charge.
- You have the right to withdraw your consent from our collection and sharing of Consumer Health Data.
- You have the right to have your Consumer Health Data deleted.

If for any reason we decline a request you make while exercising these rights, you have the right to appeal our decision. If you are a Washington resident, you may file a complaint with the [Washington Attorney General](#), or contact the Washington Consumers Protection Hotline at 1-800-551-4636.

To exercise any of these rights, you may utilize the controls in your 23andMe Account Settings or email privacy@23andMe.com



Services

Health + Ancestry
Ancestry Service
23andMe+ Premium
23andMe+ Total Health
Gifts
Merchandise

Company

Investors
Media Center
Blog
Careers
Refer a Friend
Return & Refund Policy
Customer Care
FSA/HSA Eligibility
Site Map

Learn

About Us
How it Works
Science
Privacy
Research
Stories
Surname Discovery
Diversity, Equity & Inclusion
Genetics Learning Hub
DNA & Personalized Healthcare

Legal

Bar Date Notice
Important Test Info
Terms of Service
Privacy Statement
Data Protection
Family Considerations
Research Consent
Individual Data Consent
Biobanking Consent
Cookie Policy
Cookie Choices
Patent Information
Report a Security Issue
Consumer Health Data Privacy Policy

Partner With Us

Healthcare Professionals
Scientists
Business Development

Download App

Download on the
Apple App Store

Download on
Google Play

For Information about the Deadline to File a Proof of Claim [See Here](#)



Exhibit O

Last Update: April 23, 2021

This Online Privacy Policy describes the information LMND Medical Group, Inc., a California Professional Corporation, LMND Medical Group, a Professional Association based in Kansas, LMND Medical Group, a Professional Corporation based in New Jersey, and LMND Medical Group, a Professional Association based in Texas (collectively referred to as the “Company” or “Lemonaid”) collect about you through our websites, mobile applications, and all other services we provide (collectively, the “Services”). Additionally, this policy details how we use and share that information and the privacy choices we offer. Our Online Privacy Policy applies to information we collect when you access or use our Websites and Mobile Applications (“App”), (collectively, the “Website”), when you use our Services or when you otherwise interact with us.

If you have any questions about our Online Privacy Policy, please send us a message through the App or Website, or call us at 415-926-5818 during business hours. Our normal business hours are 8:00 am to 5:00 pm Pacific Time (11:00 am – 8:00 pm Eastern Time) Monday through Friday and 8:00 am to 12:00 pm Pacific Time (11:00 am – 3:00 pm Eastern Time) Saturday and Sunday

The following list is an overview of Lemonaid’s Online Privacy Policy. Please review the full terms of our Online Privacy Policy below.

Please Read Carefully- Information Collection. Lemonaid collects certain information about you (if you are over the age of 18) through our interactions with you and through your use of our Website and Services. The information we collect includes PHI which is protected by our Notice of Healthcare Privacy Practices. In addition, we may collect other personally identifiable information relevant to providing and billing (e.g. credit card) for our Services. We may also collect information about the type of device you use when accessing our Services, your device’s location based on the IP address used and how frequently you visit our Website. Lemonaid uses tools such as cookies, Web Beacons, third-party website analytics and mobile device identifiers. Finally, we may obtain information about you from third-parties, such as marketers, partners and researchers.

- Using and Sharing Your Information. We use and disclose your PHI to provide you with care, run our healthcare operations, to collect payments, and to comply with regulations.

The information we collect from you or about you will be used to contact or notify you about our Services or promotions based on your marketing preferences, to enhance our Services for you and other users, and to maintain Website security. We may share your

information with third-parties in order to facilitate payment for our Services, maintain, provide, and improve our Services, or for marketing purposes (if you consent).

- Security. Lemonaid takes reasonable steps to keep the information you provide safe and secure; however, no data transmission is ever completely secure and we can't guarantee that our systems and your PHI won't ever be hacked or otherwise compromised by unauthorized third parties. You acknowledge that you provide your personal information at your own risk. Remember, emails and SMS/text messages we send you aren't secure because they aren't encrypted.
- Contacting Us. We welcome you to view our full Online Privacy Policy below. You may contact the Lemonaid Patient Support Team at 415-926-5818 with any questions or concerns with respect to your privacy rights while visiting our Website or using our Services.

FULL TERMS OF LEMONAID'S ONLINE PRIVACY POLICY

We may change this Online Privacy Policy from time to time. If we make changes, we'll notify you by posting the updated policy on our Website and revising the "Last Updated" date above. We encourage you to review the Online Privacy Policy whenever you use our Services to stay informed about our information practices and about ways you can help protect your privacy.

Changes to this Online Privacy Policy

We use your email address to update you on the status of a prescription or to alert you that there is a message waiting you for in the App or Website, to send you emails asking for feedback on your experience of using the service, to send you emails to notify you that you may be due for a refill, and to send you emails if you create an account but fail to complete a visit. We will send you emails to notify you of the services we provide. We will securely share your email address and first name with third-party email platforms that helps us send you these emails.

We use your telephone number to call you if we have any questions, to leave you voice messages if you don't answer when we call you, and to ask for feedback on your experience of using the service. We also use your telephone number to send you SMS/text message notifications. We may send you SMS/text notifications to update you on the progress of your visit or lab order. If you ask us to organize for a partner pharmacy to mail your medicines, we may telephone you to take payment on behalf of the pharmacy and we may SMS/text message you to let you know that you have refills available. We share your telephone number with the company that helps us send SMS/text messages. If we need to telephone you, we share your telephone number with our telecommunication provider.

To provide treatment and to run our healthcare operations and to take payment, we share your PHI with selected organizations that provide us with services. As examples,

we share your PHI with organizations that help us run and maintain the technology and security infrastructure that supports the App and Website and the care we provide. We also may share your health information with medical staff who help ensure that we are providing a service that meets the appropriate standard of care.

We share your PHI and payment details with our trusted online payment processors. If you choose to save your payment details to make future payments easier, our trusted payment provider will store them on our behalf. Furthermore, if you request delivery of your medicines by mail from a third-party pharmacy, then our trusted payment processor will store your card details to make future payments more convenient.

We share your PHI with the pharmacy of your choice if we write you a prescription and with the companies who we use to send prescriptions electronically. If you request that we coordinate with any partner mail-order pharmacy to deliver your medicines, then we'll share your PHI and send your prescription to as your request.

If we order laboratory tests for you, we share your PHI with the lab company that runs the tests. If a lab test we order for you finds a 'reportable' infection, we may be required by law to share your PHI with your county's health department.

We store information you provide us with whether or not you complete a visit. We take the same precautions over your data regardless of whether you complete a visit and keep all information as securely as your PHI.

We do not record video visits between our patients and our medical team. We may, however, capture a still image from the video and store that image in your medical record.

We may use your PHI to tell you about our other health-related products and services. We may share your PHI with a third-party if we merge, are acquired or transfer a majority of our assets.

Wherever possible we strive to make sure that any third-parties with whom we share your PHI are legally bound by the restrictions of this Privacy Policy.

We are unable to delete information from your medical record. At your request, we can de-activate your secure account so that you and others can no longer access it with your username and password.

How We Use and Disclose Your PHI

There is a risk of storing PHI on your mobile device. When you use the App or Website, there is a risk that you will store unencrypted PHI on your mobile device. We take a variety of technical safeguards to make sure that your PHI does not leak onto your mobile device, but we can't guarantee that these safeguards work in every instance.

Certain protected health information that may be provided by you may be protected as described in Lemonaid's Notice of Healthcare Privacy Practices. In the event of a conflict between the terms of this Online Privacy Policy and the terms of the Notice of Healthcare Privacy Practices, the terms of the Notice of Healthcare Privacy Practices shall control. Lemonaid Health models our operations after an Organized Health Care Arrangement ("OHCA"), which is defined by HIPAA for privacy purposes. The OHCA includes LMND Medical Group, Inc., a California Professional Corporation, LMND Medical Group, a Professional Association based in Kansas, LMND Medical Group Professional Corporation based in New Jersey, and LMND Medical Group, a Professional Association based in Texas, and Lemonaid Pharmacy, LLC. The OHCA was formed for administrative simplicity and the sole purpose of sharing best practices of protecting your PHI and it creates no legal representations, warranties, obligations, or responsibilities between the entities participating in the OHCA beyond following HIPAA best practices. As further explained in the Notice of Healthcare Privacy Practices, entities participating in the OHCA may share your protected health information with each other for treatment and health care operations purposes.

Confidentiality of Medical Information HIPAA describes certain rights that individuals have over their Protected Health Information and that we model as best practices. All rights and authorized uses of your health information may be found in Lemonaid's Notice of Healthcare Privacy Practices located on our Website home page.

Your Rights Over PHI Your access to and use of our Services are subject to certain terms and conditions, which are found in our Terms of Use located on Lemonaid Health's Website home page.

Use of Services

We collect other information that you provide while using our Website, App, or any Service we offer, to help us improve the quality of service we provide and for our advertising and marketing campaigns.

Other Information We Collect

We collect information you provide, when you email us, sign up through our Website, or submit other information to us. Information we collect, includes, but is not limited to your: name, email address, telephone number, date of birth, date of service, gender, gender identity, mailing address, and other information necessary to offer our services safely and thoroughly.

Information You Provide

We collect information about you when you use our Website or App, including, but not limited to the following:

Information We Collect from Your Use of the Services- Account Information. When you create an account and become a registered user, you provide us with certain personally identifiable information (PII) to complete the registration, including information that can

be used to contact or identify you and credit card or other billing information in some cases. We use this information to communicate with you regarding the Services we provide. You must always provide us with accurate information when using our Services. As part of creating your account, we may ask for a photo of you, capture still images of you from a video session, or maintain a copy of your driver's license or other government issued photo ID to include in your medical record.

- Device Information. We may automatically collect certain information about the computer or device (including mobile devices) you use to access our Services. For example, we may collect and analyze information such as:
- IP addresses, geolocation information (as described in the next section below), unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language, operating system, the state or country from which you accessed the Services; and
- information related to the ways in which you interact with the Services, such as: referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.
- Location Information. We may collect different types of information about your location and may use that information to customize the Services with your location-based information. In order to do this, your location information may be shared with our agents, vendors or advertisers. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.
- Cookies, Web Beacons, Mobile Device Identifiers, and Other Electronic Technologies. We may also use these methods to gather additional information about how you interact with us and so we can make special offers and continue to market our services to those who have shown an interest.
- Website Analytics. We may use third-party website analytics services in connection with the Website, including, for example, to note mouse clicks, mouse movements, scrolling activity and text that you type into the Website or App. These website analytics services generally do not collect personal information unless you voluntarily provide it and generally do not track your browsing habits across websites which do not use their services. We use the information collected from these services to help make the website easier to use. We may

obtain additional information about you from third-parties such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third-parties and information derived from any other subscription, product, or service we provide.

Information from Third-Parties

We may aggregate and/or de-identify information collected by the Services or via other means so that the information is not intended to identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Online Privacy Policy and we may disclose it to others without limitation for any purpose, in accordance with applicable laws and regulations.

Aggregate or De-identified DataLemonaid doesn't knowingly collect or maintain personally identifiable information from persons under 18 years of age without verifiable parental consent, and no part of our Website or mobile App is directed at persons under 18. If you are under 18 years of age, please do not use the website. If we learn that PII of persons less than 18 years of age has been collected without verifiable parental consent, we will take the appropriate steps to delete this information. To make such a request, please contact us at HIPAA@Lemonaid.com.

ChildrenWe use the information that we collect for the following purposes:

Use of Information- For the purposes for which you provided the information;

- To contact you when necessary or requested; if you create an account with us, we will communicate with you via telephone, SMS/text message, e-mail, and secure messaging within our Website or App.
- To personalize your experience with the Services by informing you of products, programs, events, services, and promotions of Lemonaid, our affiliates, our partners and/or third-parties that we believe may be of interest to you;
- To fulfill your purchase or care evaluation from us, including, to process your payments, communicate with you regarding your purchase, or provide you with related customer service;
- To provide, maintain, administer, improve, or expand the Services, perform business analyses, or for other internal purposes to support, improve, or enhance our business, the Services, and other products we offer;
- To customize and tailor your experience of the Services;
- To send mobile notifications (you may opt-out of this service by contacting our Patient Support Team at 415-926-5818)
- To send emails and other communications that display content that we think will interest you or tell you about our Services;
- To track and analyze trends and usage in connection with our Services;
- To better understand who uses the Services and how we can deliver a better user experience;

- To combine information received from third-parties with the information that we have from you for any of the purposes described in this Online Privacy Policy;
- To use statistical information that we collect in any way permitted by law;
- To prevent, detect, and investigate security breaches, fraud, and other potentially illegal or prohibited activities;
- To enforce the legal terms that govern your use of the Services;
- To protect our rights or property;
- To administer and troubleshoot the Services; and
- For any other purpose disclosed to you in connection with our Services.

We may use third-party service providers to process and store personal information in the United States and other countries. We may share personal information about you as follows:

Sharing of Information- With third-parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf;

- With third-party payment processors in order to obtain payment for our Services;
- With our affiliates and partners, including but not limited to other health care providers and Icebreaker Health Inc., so that they may use such information for the purposes described in this Online Privacy Policy;
- With our affiliates, partners or other third-parties to allow them to contact you regarding products, programs, services, and promotions that we and/or they believe may be of interest to you and that are related to your care;
- In connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business (but only under non-disclosure and confidentiality agreements and protections);
- If we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request; to enforce applicable user agreements or policies; to protect the security or integrity of our Services; and to protect us, our users or the public from harm or illegal activities; and
- We also may share aggregated, non-personally identifiable information with third-parties. We take reasonable measures, including administrative, technical, and physical safeguards, to help protect personal information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. However, no data transmission over the Internet can be guaranteed to be 100% secure. Although we strive to protect your personal information, Lemonaid cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk.

Other people may be able to read any SMS/text messages we send you because they are not encrypted. You can ask that we stop sending SMS/text messages by contacting the Patient Support Team at 415-926-5818 or by sending us a secure message through the Website or App.

The emails we send you are not secure because they are unencrypted. Other people may be able to read and forward the emails we send you and the emails you send us. We don't include sensitive health or financial information, unless you request us to do so, but other emails may contain identifiers that include but aren't limited to your name and email address.

Emails and SMS/text messages will note that they are being sent by Lemonaid.

Security# Your Privacy Choices You may update or correct information about yourself at any time by logging into your account or by reaching out to our Patient Support Team at 415-926-5818.

How You Can Access and Update Your Information

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject cookies; however, our Services may not function properly if you do so. We do not recognize or respond to Do Not Track signals in your browser.

Cookies

Our Services may contain links to other websites and those websites may not follow the same privacy practices as Lemonaid. We are not responsible for the privacy practices of third-party websites. We encourage you to read the privacy policies of such third-parties to learn more about their privacy practices.

Links to Other Websites

This Online Privacy Policy does not create rights enforceable by third-parties.

No Rights of Third-Parties

Please contact us with any questions or concerns regarding this Online Privacy Policy at:

Lemonaid Health Attn: HIPAA Privacy Officer 870 Market Street # Suite 415 San Francisco, CA 94102 Phone: 415-926-5818 Email: HIPAA@Lemonaid.com

How to Contact Us Effective date: April 23, 2021

Joint Notice of Healthcare Privacy Practices This is a joint notice for Lemonaid Health, LMND Medical Group of California, LMND Medical Group of Kansas, LMND Medical Group of New Jersey, and LMND Medical Group of Texas, and Lemonaid Pharmacy, LLC. (collectively referred to herein as "we" or "our" or "us"). Because we are affiliated health care providers, we have modeled our operations after an Organized Health Care Arrangement (OHCA) as defined by the Health Insurance Portability and Accountability

Act (HIPAA) of 1996. We will follow the terms of this Notice and may share health information with each other for purposes of treatment, payment, and health care operations as described in this Notice.

THIS NOTICE DESCRIBES HOW WE USE YOUR MEDICAL INFORMATION

PLEASE REVIEW IT CAREFULLY. We protect the privacy of your health information, will provide you with notice of our privacy responsibilities, and will notify you following a breach of unsecured protected health information. This Notice explains how, when, and why we typically use and disclose your health information and your privacy rights regarding your health information. In our Notice, we refer to our uses and disclosures of health information as our "Privacy Practices." Protected health information generally includes information that we create or receive that identifies you and your past, present, or future health status or care, or the provision of or payment for that health care. We are obligated to abide by these Privacy Practices as of the effective dates listed above.

OUR DUTIES REGARDING YOUR HEALTH INFORMATION Our Notice serves as a Joint Notice and we will follow the terms of this Notice. This Notice, however, also describes the Privacy Practices of Lemonaid Health affiliates.

WHO WILL FOLLOW THIS NOTICE We reserve the right to change our Privacy Practices and the terms of this Notice at any time. We will provide you with any revised Notice by making it available to you upon request or by directing you to our service sites. We will also post the revised Notice on our websites. Any changes that we make in our Privacy Practices applies to any protected health information that we maintain.

CHANGES TO THIS NOTICE For Treatment, Payment, and Health Care Operations
HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION - For Your Treatment. We may use or share your health information with other health care providers and those personnel who are involved in your care and who may provide you with medical treatment or services.

- For Payment of Health Services. We may use or share your health information to bill and receive payment for the services that you receive from us. For example, we may provide your information with one of our trusted payment processors.
- For Our Health Care Operations. We may use or share your health information to carry out certain administrative, financial, legal, and quality improvement activities that are necessary to run our businesses and to support our treatment and payment activities. For example, we use your health information to help assess the quality and performance of our medical team and staff and to improve any services that we provide. We may also share your information with organizations that help us run and maintain the technology and security infrastructure supporting our App and Websites.
- Special Circumstances When We May Disclose Your Health Information. If we use your information for other activities like business planning or other health

care operations purposes, we may share limited identifying information and we obtain assurances from the associate or partner that they'll safeguard the information and only use and disclose it as absolutely necessary. When we conduct activities related to treatment, payment and health care operations, we may add to or combine your information into electronic (computer) databases with information from other health care providers to help us improve our health services. For Activities Permitted or Required by Law There are times where we may use and/or disclose your PHI without obtaining your written authorization and specific situations where laws may require us to share your information (such as reports of abuse or neglect to social services) with others.

- Public Health Activities. We may provide your health information to an authorized public health authority that collects or receive information for certain required reports, and in certain limited situations, we may also disclose your health information to notify a person exposed to a communicable disease.
- Health Oversight Activities. We may provide your health information to agencies conducting compliance, licensing, or accreditation activities or audits.
- Law Enforcement Activities. We may disclose your health information in response to a law enforcement official's request for information or for reporting a crime that has occurred on our premises, to one of our employees or agents, or that may have caused a need for emergency services.
- Judicial and Administrative Proceedings. We may disclose your health information in response to a subpoena or court order.
- Avoidance of Harm to a Person or Public Safety. We may disclose your information if we believe it's necessary to prevent or lessen a serious threat or harm, or to ensure the safety of yourself and others.
- Specialized Government Functions. We may disclose your information for specific governmental security needs, or as needed by correctional institutions.
- Workers' Compensation Purposes. We may disclose to comply with workers' compensation laws or similar programs.
- Appointment Reminders and to Inform You of Health-Related Products or Services. We may use or disclose your health information to contact you for medical appointments or other scheduled services, or to provide you with information about treatment alternatives or other health-related benefits and services.
- Billing and Collection Purposes. We may use or disclose your health information for the purpose of obtaining payment for services we provide. We may also send text messages or emails to numbers or addresses you provide in order to contact you.
- We won't disclose any psychotherapy unless the use and disclosure is otherwise permitted or required by law.

- We won't engage in disclosures that constitute a sale of your health information.
- We won't use or disclose your protected health information to third-parties for their marketing purposes. For situations not generally described in our Notice, we will ask for your documented authorization before we use or disclose your health information. You may revoke that authorization, in writing, at any time to stop future disclosures of your health information. Your revocation won't affect any prior action we've taken based on your authorization.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION- Requesting Restrictions of Certain Uses and Disclosures of Health Information

You may make certain requests about how we use your PHI for treatment, payment, or our operations; however, we aren't required to agree to your request in all circumstances. Additionally, any restriction that we may approve won't affect any use or disclosure that we are required or permitted to make under the law.

- **Requesting Confidential Communications** You may request we communicate with you in certain ways about your health information. We'll do our best to accommodate your reasonable request, but may be unable to if your request causes significant operational or administrative difficulty to us.
- **Inspecting and Obtaining Copies of Your Health Information** You may request a copy of your health information. In some cases, we may charge a fee for copying or preparing a summary of requested health information. We will respond to your request for health information within 30 days of receiving your written request by either providing the information requested, denying the request with a written explanation for the denial, or advising you we need additional time to complete our action on your request.
- **Requesting a Change in Your Health Information** The law limits your ability to change or add to your health information, but you may request to make a correction if you feel information is inaccurate. We may not honor your request if we believe that the health information is already accurate and complete.
- **Requesting an Accounting of Disclosures of Your Health Information** You may ask, in writing, for an accounting of certain types of disclosures of your health information. The law excludes us from accounting for many of the regular disclosures, such as those made caring for you, health care operations, or when you provided your written authorization to the disclosure.
- **Notification Following a Breach of Unsecured Protected Health Information** We will notify you in writing if your protected health information is compromised by Lemonaid or one of our business associates.
- **Obtaining a Notice of Our Healthcare Privacy Practices** You may always access a copy of our Healthcare Privacy Notice on our website or through our App. You may also request a paper copy at any time through a written request. To request

any of these rights please contact us by writing to: Lemonaid Health Attn: HIPAA Privacy Officer 870 Market Street, Suite 415 San Francisco, CA 94102 We welcome an opportunity to address any concerns that you may have regarding the privacy of your health information. If you believe that the privacy of your health information has been violated, you should contact us at: Lemonaid Health Attn: HIPAA Privacy Officer 870 Market Street, Suite 415 San Francisco, CA 94102 Phone: 415-926-5818 Email: HIPAA@Lemonaid.com You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services via mail, email, or secure portal: Centralized Case Management Operations US Department of Health and Human Services 200 Independence Avenue, SW Room 509F HHH Building Washington, DC 20201

OCRComplaint@hhs.gov

<https://ocrportal.hhs.gov/>

1-800-368-1019 (TTY: 1-866-788-4989)

HOW TO FILE A COMPLAINT

We will not penalize or retaliate against anyone for filing a complaint.

NO RETALIATION

Exhibit P

Last Update: April 18, 2022

This Privacy Policy applies to Lemonaid Health, Inc., LMND Medical Group, Inc., a California Professional Corporation, LMND Medical Group, a Professional Association based in Kansas, LMND Medical Group, a Professional Corporation based in New Jersey, and LMND Medical Group, a Professional Association based in Texas (together, “Lemonaid”), products and services, including www.lemonaidhealth.com and any other websites, pages, features or content we own or operate, or that links to this Privacy Policy (collectively, the “Services”). When you use these Services, this Privacy Policy applies to your use.

If you have questions about our Privacy Policy, please contact us or call us at 415-926-5818. You should read our entire Privacy Policy to understand how we use your data, but if you only have a few minutes you can take a look at the summary below.

- Information We Collect. We generally collect the following information:
- How We Collect Your Information
- Your Choices. It’s your data, you’re in control.

Full Privacy Policy When we say “Personal Information” we mean information that identifies you personally, and use this as a general term to refer to the different categories we describe in this section.

We may collect the following types of Personal Information:

1. **Information We Collect- Account Information.** Information such as your name, user ID, password, date of birth, billing address, payment information, or other contact information (e.g., email or phone number).

- **Self-Reported Information.** Information you choose to provide, such as ratings, survey answers, or preferences, to us.
- **Health Information.** Information you provide to us or our Medical Team, related to your physical, mental or other health conditions.
- **Device Information.** Information about the computer or device that you use to access our Services. This could include device attributes like the IP address, operating system, browser type, or app version, device IDs, and other identifiers associated with your device.
- **Log Information.** Information related to the ways in which you interact with the Services, such as referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information.

- Location-Related Information. Information about your location, such as your IP address or zip code.
- Cookie Information. Information on how you use the Services, or how your devices access the Services is collected via the use of cookies, web beacons, mobile device identifiers, and other technologies. We do not support the Do Not Track browser option. Aggregate Information. Aggregate Information is information that is stripped of identifying information, like your name or email, and is combined with that of other individuals, and analyzed as a whole, so no single individual can be identified. Aggregate Information is considered non-personal information for purposes of this Privacy Policy, and we may disclose it to others without limitation for any purpose, in accordance with applicable laws and regulations.
- From You: We collect information from you when you provide it to us directly, such as information provided during account registration or during a telehealth visit, through the messages you send us, or information you directly authorize to share with us from another entity, like lab test results.
- Through Your Use of The Services. We may collect information about you through your use of the Services, such as through service providers who use a variety of technologies and tools to collect such information, such as cookies, web beacons, and other technologies when you visit or interact with our Services. For more detail on how we use Cookie Information, please see our Cookie Policy.
- From Third Parties. We may obtain additional information about you from third parties, such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third parties and information derived from any Services we provide. We may use third-party website analytics services in connection with the Services, including, for example, to note mouse clicks, mouse movements, scrolling activity and text that you type into the Website or App. We use your information to:

3. How We Use Information- Provide, develop, maintain, operate, improve, enhance, administer, protect, and troubleshoot our Services and your experience with them;

- Track and analyze trends and usage of the Services;
- Communicate with you, including customer support, reminders about your telehealth appointment, prescription-related notifications, to inform you of our Services, and other offers and information that we believe may be of interest to you;
- Customize and tailor your experience of the Services;
- Secure our systems, prevent fraud and protect the security of Lemonaid systems;
- Enhance the security and safety of our Services;

- Verify your identity and prevent, detect, and investigate fraud and other potentially illegal or prohibited activities;
- Enforce, investigate, and report conduct violating our Terms of Service and other policies that govern your use of the Services; and
- Comply with our licensing, legal, and regulatory obligations. Rest assured, Lemonaid does not sell, rent, license, or trade your Personal Information. We may share your Personal Information as follows:

4. How We Share Information- As Directed by You. When you direct us to share Personal Information, we will do so on your behalf.

- Service Providers. Lemonaid may share your Personal Information with other companies that work with, or on behalf of, Lemonaid to provide products and services. For example, some of the types of service providers include: payment processors, order fulfillment, marketing and analytics, cloud storage, IT and security vendors.
- Healthcare Providers and Pharmacies. Lemonaid may share your Personal Information to provide the Services to you, such as treatment, running our healthcare operations, processing payments, pharmacy fulfillment services, and quality assurance reviews.
- As Required by Law, To Prevent Harm and/or in the Public Interest. We may provide Personal Information about you to respond to subpoenas, court orders, legal process or governmental regulations, or to establish or exercise our legal rights or defend against legal claims. Where necessary, we will share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, safety or security concerns, or as otherwise required by law.
- Business Transfers. We may share your Personal Information with other business entities in connection with the sale, assignment, merger or other transfer of all or a portion of Lemonaid's business to such business entity. This Privacy Policy will apply to your Personal Information as transferred to the new entity.
- Affiliates. We may share information with entities within the Lemonaid Health Inc. family of companies. We believe you should be in control of your Personal Information. You can make the following choices by contacting the Patient Support Team at 415-926-5818 or by sending us a secure message through the Services:

5. Your Privacy Choices- Communications: You can choose whether we may contact you (such as through email, in-product notifications, push notifications, or text messages) for product or promotional purposes, or certain transactional messages, such as appointment or prescription notifications. Except as required to provide you the Services you requested, you can also ask that we stop sending SMS/text messages by

replying “STOP.”. You can also click “unsubscribe” at the bottom of promotional email communications.

- Access: You can access and download your Personal Information processed by Lemonaid.
- Correction: You can correct certain account information, such as email address or phone number associated with your account. You can also make these changes in your account settings.
- Deletion: You can delete your Lemonaid account at any time. Please keep in mind we are required to retain certain limited information for legal and regulatory purposes, such as information that is part of your medical record. You have certain rights with respect to your Health Information, in accordance with applicable state and federal medical privacy laws. All rights and authorized uses of your health information may be found in Lemonaid’s Notice Regarding Information in Your Medical Record.

6. Your Rights With Respect to Health InformationLemonaid is not intended for, or directed toward, individuals under the age of 18. We do not knowingly collect any Personal Information from anyone under 18.

7. Children’s PrivacyYou may have specific privacy rights in your state or region.

8. State and Region-Specific Information If you are a California Resident, you have the following rights under the California Privacy Consumer Privacy Act (“CCPA”), as amended or replaced from time to time, along with any implementing regulations. In the event of any conflict between the terms of this section and the Privacy Policy, the terms of this section prevail.

California ResidentsCalifornia Residents have the following rights under CCPA:

Your Rights- Know what Personal Information we collect, use, disclose, or sell.

- Receive a copy of your Personal Information.
- Delete your Personal Information.
- Not receive discriminatory treatment if you exercise your CCPA rights. To exercise these privacy rights and choices, please follow the instructions below. Please note, your rights under the CCPA are not absolute and Lemonaid may exercise limitations or exemptions as permitted by the CCPA. We may also deny your request if the information is not subject to CCPA, for example information subject to the California Confidentiality of Medical Information Act (CMIA).
- Request Access to your Personal Information. You may, up to two times in a 12-month period, request details about Personal Information we hold about you. To make an Access request, email us at privacy@lemonaid.com with the subject line “CCPA Rights Access Request”.
- Request Deletion of your Personal Information. You may request deletion of your Personal Information that we collect or maintain about you at any time. To make

a Deletion request, email us at privacy@lemonaid.com with the subject line "CCPA Rights Deletion Request". In some cases, we are required to maintain certain information as required by law (for example, to maintain medical records).

- Verification. We will require some additional information to verify your identity in order to process your request, such as your login and password, or valid government identification.
- Authorized Agent. Alternatively, you may exercise your CCPA rights through an authorized agent. If you use an authorized agent, we will require you to verify your identity and confirm that you have provided the authorized agent permission to submit the request on your behalf. To designate an agent with respect to your CCPA rights, email us at privacy@lemonaid.com with the subject line "CCPA Agent Designation".
- Response Timing and Format. We will respond to your request within 45 days, and in more complex cases we may extend our response time by another 45 days. Lemonaid does not sell Personal Information to third parties. The CCPA provides you with the right to know whether your Personal Information is being sold and to opt-out of such sales.

Lemonaid will not discriminate against you for exercising any of your CCPA rights and choices. As detailed in our Privacy Policy, we collect Personal Information for various purposes with privacy principles in mind. The categories of Personal Information and other terms used below are defined in California Civil Code 1798.140, and may include reference to certain key definitions set forth in our Privacy Policy. Some of the categories below require separate opt-in consent and these categories do not necessarily reflect all of the types of information that we may collect about you.

In the last twelve (12) months, we have collected the following categories of Personal Information from our customers:

What We Collect- Identifiers: Account Information, Cookie Information, and/or demographic such as your name, display name, address, online identifier, IP address, email address, username, or other similar identifiers. We mainly use these to offer our Services, such as when you create an account with us or purchase our Services.

- Personal information categories listed in the California Customer Records provisions: Account Information or Self-Reported Information, such as your name, address, phone number, Self-Reported Information (such as details about your employment or education), and payment information (last 4 digits only). Some Personal Information included in this category may overlap with other categories. Similarly to the category above, we mainly use this information to offer our Services to you.
- Characteristics of protected classifications under California or federal law: Account Information, Self-Reported Information, such as your age (40 years or

older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, and genetic information (including familial genetic information). You can review protected classes under California law [here](#). Generally this information is collected because you provide it directly to us.

- Commercial information: Self-Reported Information, such as products or Services purchased, obtained, or considered, survey responses regarding past purchasing history, other purchasing or consuming histories or tendencies.
- Audio, electronic, visual, thermal, olfactory, or similar information: Self-Reported Information, such as photos you provide to us to verify your identity before beginning a virtual visit, or provided through other engagement on our website. Generally, this information is collected directly from you.
- Professional or employment-related information: Self-Reported Information, such as education, household income, occupation, and other professional information. This information can be collected when you apply for a job with Lemonaid, fill out a survey, or otherwise engage with us.
- Biometric information: Self-Reported Information such as physiological, behavioral, and biological characteristics that can be used to establish an individual's identity. To the extent we collect this information, we collect it directly from you when you choose to share it with us.
- Internet or other electronic network activity information: Cookie Information, such as data generated from your use of our Services and collected through log files, cookies, web beacons, and similar technologies. Such information may include your browser type, domains, page views, how long you spent on a page or feature of the website, or other data about your engagement with our Services.
- Geolocation data: Location-Related Information that includes the identification or estimation of physical location or movement. You can learn more about how Lemonaid processes Cookie Information in our Cookie Policy. Lemonaid may share Personal Information listed above for operational business purposes or at your direction. Such business purposes include:

How We Use Your Personal Information- Providing Services: To provide our Services to you, including maintaining or servicing your account, providing customer service, processing or fulfilling orders and transactions, and more.

- Audit: Auditing related to a current interaction and concurrent transactions.
- Security: Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging: Debugging to identify and repair errors that impair existing intended functionality.

- Transient Use: Short-term, transient use, where personal information is not disclosed to another third party and is not used to build a profile about a consumer or otherwise alter an individual consumer's experience outside the current interaction.
- Product Research and Development: Research that Lemonaid performs to improve and develop its products and services.
- Quality Assurance and Product Improvement: Activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by Lemonaid, and otherwise to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by Lemonaid. If you have given your explicit consent, for example via a data transfer authorization or other consent document, we may share your Personal Information for commercial purposes. The purpose may vary and will be described in the consent. This section applies to individuals located in the United Kingdom ("UK").

Individuals Located in the United Kingdom¹. International Transfers: Lemonaid operates, and processes Personal Information, globally. Your Personal Information will likely be transferred to, stored, and processed in the U.S. and other countries outside of where you live. When we conduct such transfers, we rely on various legal bases to lawfully transfer Personal Information around the world, including fulfillment of our agreements with you, your prior consent, adequacy decisions for relevant countries, or other transfer mechanisms as may be available under applicable law, such as the European Union Commission approved standard contractual clauses.

2. Our relationship with you: We are the "controller" with respect to your Personal Information because we determine the means and purposes of processing your Personal Information when using our Services.
3. Legal bases for processing Personal Information from the UK: We describe how we process your Personal Information in Sections 1 through 4 of the Privacy Policy. We may process your Personal Information if you consent to the processing, to satisfy our legal obligations, if it is necessary to carry out our obligations arising from any contracts we entered with you or to take steps at your request prior to entering into a contract with you, or for our legitimate interests to protect our property, rights or safety of Lemonaid, our customers or others.
4. Privacy Rights: You can exercise your rights of access, deletion, correction, withdrawal, and portability as described in the Section 5 of the Privacy Policy. In addition, you have the right to object or restrict the processing of your Personal Information. To exercise such rights, please contact us at privacy@lemonaid.com. We will handle your request under applicable law, and,

in some cases, your ability to access or control your Personal Information will be limited, as required or permitted by applicable law.

5. Complaints or Questions: If you believe that we have infringed your rights, we encourage you to contact us so that we can try to address your concerns or dispute informally. Our contact information is:

Data Protection Officer Lemonaid Health Limited., Tetbury Place, The Business Design Center *London N1 0QH* privacy@lemonaid.com

You also have a right to lodge a complaint with the UK Information Commissioner's Officer. We may revise this Privacy Policy from time to time. We'll let you know about those changes here, or by contacting you, such as via email to the email address associated with your account. We display the "Last Updated" date on the policy in the upper left corner of this Privacy Policy so that it will be easier for you to know when there has been a change. We may also provide additional notice, such as an in-app notification, or on another website page or feature. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

9. Changes to this Privacy Policy If you have questions about this Privacy Policy, or have a complaint or inquiry, please email us at privacy@lemonaid.com, call us at 415-926-5818, or send a letter to:

10. How to Contact Us Lemonaid Health, Inc.

Attn: Privacy Officer 870 Market Street # Suite 415 San Francisco, CA 94102 Phone: 415-926-5818 Notice Regarding Information in Your Medical Record

Lemonaid Health Summary:

This Notice Regarding Information in Your Medical Record Notice ("Notice") applies to Lemonaid Health and details how Lemonaid Health uses, protects, and discloses information contained in the record that we maintain regarding the health care that we provide to you (your "Medical Record"). Please note, your Medical Record contains only a limited set of Personal Information. For example, it may include demographic information (e.g., your name, address, gender, or age), diagnosis, or communications with a provider. It applies to all Medical Records created, controlled, or otherwise maintained by Lemonaid Health. To keep things simple, all capitalized terms have the same meaning as our Privacy Policy and Terms of Use.

We encourage you to read the entire Notice, but here are the key highlights:

Last Updated: April 18, 2022 We may use or share your Medical Record:

How We Use or Share Your Medical Record:- To provide treatment

- To provide Services

- To comply with your instructions
- As required by law
- To disclose threats to health or safety
- To comply with public health reporting requirements
- Get a copy of your Medical Records
- Request corrections to your Medical Record if it is inaccurate or incomplete
- Request to limit sharing or use of your Medical Record
- Tell us how you want us to share information with family or others involved in your care
- Delete your Account

Full Notice Regarding Information in Your Medical Record Your health care treatment is personal to you and we understand the importance of protecting your Medical Record. This Notice applies to all Medical Records we create, control, or maintain, and outlines the ways your information in those records are used or shared, and what your choices are.

Our Pledge Regarding Your Medical Record Please note, your Medical Record contains only a limited set of Personal Information that relates to the health care we provide to you. For example, it may include demographic information, diagnosis, or communications with a provider.

To understand how all your Personal Information is handled by Lemonaid Health, please review our Privacy Policy. To the extent there are any conflicts between the Privacy Policy and this Notice related to your Medical Record, this Notice will govern.

In some circumstances, your Medical Record could have additional information about your health that we give special consideration to protecting. Examples of this information include, but are not limited to, psychotherapy or mental health notes, results related to sexually transmitted infection(s) (“STI”), or genetic information. We require additional authorization from you before we use or share that information.

What is a Medical Record The following categories describe ways that we may use or share your Medical Record.

How We Use and Share Your Medical Record- For Treatment. We share your Medical Record in the course of providing medical treatment or in coordinating or managing any Services you’ve received or requested. For example, we may share your Medical Record with members of our Medical Team involved in your care to provide an additional consult or to fill a prescription.

- **For Providing Services.** We may use and share your Medical Record to carry out our business operations and be able to provide the Services to you. These uses or disclosures are related to things like billing or fulfilling prescriptions, quality of

care, compliance activities, administrative purposes, contractual obligations, grievances, or legal obligations. For example, we may use information in your Medical Record to review the treatment and services provided or to evaluate the performance of the staff and contractors caring for you.

- To Comply with Your Instructions. We will share your Medical Record as directed by you. For example, if you choose to share your Medical Records with a third party available on the Services, we will do so with your consent.
- As Required by Law. We will share your Medical Record when required to do so by federal, state, or local law. In certain circumstances, Lemonaid Health may be required by law to comply with a valid court order, subpoena, or search warrant for a Medical Record. As permitted under applicable law, we will provide notice to you prior to sharing your Medical Record.
- Disclosure for Threats to Health and Safety. In certain circumstances, we are required to share your Medical Record to help protect you or someone else's health and/or safety. For example, we may ask local law enforcement to perform a health and welfare check if, in our provider's professional judgment, a welfare check is necessary.
- Public Health Reporting Requirements. We are required to report certain test results, like STI or positive COVID tests, to health agencies for public health purposes. In certain situations, some sensitive information in your Medical Record will not be used or shared without your written authorization, unless required by law. Some examples of types of information that need specific authorization:

Special Considerations- Genetic Information. This is any information about your individual genotype, including results of any genetic test.

- Psychotherapy Notes. We do not create psychotherapy notes in your Medical Record since mental health counseling is not a part of our medical team's depression and anxiety care.
- STI Test Results. This is information related to any sexually transmitted infection(s) you experience. For more information on what we are required to report, please see the FAQ.
- HIV/AIDS Results. This is information related to any HIV or AIDS test results. You have control over your Medical Record. You can request the following by contacting the Health Care Compliance Team at the address below.

Control of Your Medical Record- Copy of your Medical Record. With certain exceptions, you may receive copies of your Medical Record, which may include information such as your diagnosis, provider notes, and treatment plan.

- Correction. If you believe that information in your Medical Record is incorrect or incomplete, you may ask us to correct the information.

- List of Disclosures. You may request a list of certain third parties we have shared your Medical Record with in the past 12 months.
- Request Us to Limit How We Use or Share Your Medical Record. You can request that we limit how we share your Medical Record with your family members or others involved in your care. If you provide any written authorization to disclose your Medical Record, you are free to revoke your authorization at any time in writing. After receiving the request, we will stop any further use or sharing of your Medical Record, except in cases where we have already acted based on your previous permission. We are unable to undo any disclosure already made with your permission.
- Request Confidential Communications. You can request that we communicate with you about your appointments or other health care matters in a specific way. We'll do our best to accommodate your reasonable request but may be unable to if it causes significant operational or administrative burdens.
- Account Deletion: As mentioned in our Privacy Policy, you are free to delete your account at any time. We may retain all or part of your Medical Record after you close your account for a limited period of time as required by law, contractual obligations, as necessary for the establishment, exercise or defense of legal claims, audit and/or compliance purposes. In some circumstances, we may not be able to accommodate your request if it conflicts with our legal obligations, the request is manifestly unfounded or excessive, or it affects our ability to provide the Services. If you have any questions about how we use or share your Medical Records, please contact us at:

Contact UsLemonaid Health, Inc.

Attn: Health Care Compliance Team 870 Market Street - Suite 415 San Francisco, CA 94102 Phone: 415-926-5818 Email: privacy@lemonaid.com We reserve the right to change and make updates to this Notice from time to time. These changes will be effective for all Medical Records that we maintain and control. We will post our most current version of this document on our website. Whenever material changes to this Notice are made, we will provide you with notice before the modifications are effective, such as by posting a notice on our website or sending a message to the email address associated with your account.

Changes to this Notice

Exhibit Q

Terms of Service & Privacy Statement

When you sign up for 23andMe's service you agree to our [Terms of Service](#).

When you sign up for 23andMe's service, you:

- Agree to the [Terms of Service](#).
- Acknowledge our [Privacy Statement](#).
- Consent to the processing of your Genetic Information to provide you with our Services.

You are making important representations when you use our service. **Read those [representations](#).** While they are all important, we would like to call your attention to three representations below:

Three Important Points You Agree to When Using Our Service:

- You understand that we do not provide medical advice. You should not change your health behaviors solely on the basis of information from 23andMe. Keep in mind that genetic research is not comprehensive and the laboratory process may result in errors.
- You may learn information about yourself that you do not anticipate. Once you obtain your genetic information, the knowledge is irrevocable.
- Our Privacy Statement describes what personal information we collect from you, how we use and protect it, and your rights and choices. **Please read the full Privacy Statement [here](#), or scroll down to read the highlights.**

Privacy Highlights

We collect information from:

- You
- Service Providers
- Other Third Parties
- 23andMe

We use your information to:

- Provide our Services, including to develop, operate, improve, maintain, and safeguard our Services, including developing new product tools and features
- Analyze and measure trends and usage of the Services
- Communicate with you, including customer support, or to share information about our Services or other offers or information we think may be relevant to you
- Personalize, contextualize or market our Services to you
- Provide cross-context behavioral or targeted advertising
- Enhance the safety, integrity, and security of our Services, including prevention of fraud and other unauthorized or illegal activities on our Services
- Enforce, investigate, and report conduct violating our Terms of Service or other policies
- Conduct surveys or polls, and obtain testimonials or stories about you
- Comply with our legal, licensing, and regulatory obligations
- Conduct 23andMe Research if you choose to participate

We may share your information with:

- Service providers
- Your sharing choices
- Commonly owned entities, affiliates and change of ownership
- Third parties as related to law, harm, and the public interest
 - We can't say it enough – 23andMe will not provide information to law enforcement unless required by law to comply with a valid court order, subpoena, or search warrant. We require all law enforcement inquiries to follow a valid legal process, such as a court order or search warrant, and are prepared to exhaust available legal remedies to protect customer privacy. If we are compelled to disclose your Personal Information to law enforcement, we will try our best to provide you with prior notice, unless we are prohibited from doing so under the law.

You can rest assured, we will not voluntarily share your Personal Information with:

- Public databases
- Insurance companies or employers, or
- Law enforcement, absent a valid court order, subpoena, or search warrant (Check out our track record on this promise in our [Transparency Report](#))

You must have legal authorization to consent for:

Cullen Ramos-Fortin

Birth sex: Male

By clicking "Accept and Continue" you accept the [Terms of Service](#) and acknowledge the [Privacy Policy](#).

Accept and Continue

Exhibit R

Consent to the Processing of Sensitive Information

Welcome to the wonderful world of genetics. 23andMe provides highly personalized services and experiences based on Genetic Information and other sensitive information. Because of this, we are required to obtain your consent prior to processing such information.

Sensitive information includes, but is not limited to, Personal Information that reveals your racial or ethnic origin, religious beliefs, health conditions or diagnosis, sex life or sexual orientation, government identification, citizenship or immigration status, genetic data, precise geolocation, or as otherwise defined in applicable laws. This means data such as your Genetic Information is sensitive, including certain Self-Reported Information, Sample Information, and more.

As described in our Privacy Statement, the ways we use your sensitive information include:

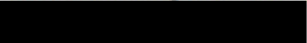
- Providing our Services, including to develop, operate, improve, maintain, and safeguard our Services
- Analyzing and measuring trends and usage of the Services
- Communicating with you
- Asking for feedback
- Personalizing or contextualizing our Services to you
- Enhancing the safety, integrity, and security of our Services, including prevention of fraud and other unauthorized or illegal activities on our Services
- Enforcing, investigating, and reporting conduct violating our Terms of Service or other policies
- Conducting surveys or polls, and obtaining testimonials or stories about you
- Complying with our legal, licensing, and regulatory obligations

If you do not consent to the processing of your sensitive information, we will not be able to provide you with Services requiring processing of sensitive information, such as genetics-based ancestry and/or health information. Instead, you will exit the kit registration process and be directed to create or sign into a 23andMe Account with limited functionality.

We will process your sensitive information for as long as you continue to have a 23andMe Account or as permitted or required by law. You may withdraw your consent at any time via Account Settings. Withdrawing consent does not impact the lawfulness of any processing that took place while we had your consent to do so. Those processes cannot be reversed or undone.

If you would like more information about how we use and process your Personal Information, including your privacy rights, please review our full [Privacy Statement](#) and [U.S. State Privacy Notice](#).

You must have legal authorization to consent for:


Birth sex: Male

- ☒ CONSENT to the processing of sensitive personal information.
- ☐ DO NOT CONSENT to the processing of sensitive personal information.

Submit

Exhibit S

23andMe Research Consent Document

Part of 23andMe's mission is to help people benefit from the human genome, and research is an important part of that mission. Here are some highlights from our Research Consent Document. **Please read the entire consent document below before making a decision to participate.**

Key Information:

- The **purpose** of 23andMe Research is **to make new discoveries** about genetics and other factors behind diseases and traits.
- **If you agree to this consent**, you **allow 23andMe researchers to use certain information** (including your Genetic Information and your responses to research surveys) to study a wide variety of research topics.
- To protect your **privacy**, 23andMe conducts research with information that has been **stripped of your name and contact information** and combined with similar information from many research participants.
- Some 23andMe Research is conducted in **collaboration with third parties**, such as non-profit organizations, pharmaceutical companies, or academic institutions. **We may share summaries of research results, which do not identify any particular individual**, with qualified research collaborators and in scientific publications.
- It is unlikely that you will directly benefit from your participation, though you and others **may benefit in the future** from discoveries that lead to healthcare advances or improvements to 23andMe's product or services. **There is a very small risk** that someone could get access to your Personal Information (information that can be used to identify you) without your permission in the event of a privacy breach.
- Taking part in this research is **completely voluntary**, and **you can change your consent choice at any time** without affecting your access to the 23andMe product or services.

Purpose: Why is 23andMe doing research?

23andMe Research aims to make and support scientific discoveries about genetics and other factors behind diseases and traits. To do this, we conduct our own research and support the work of other researchers around the world by **collaborating and publishing our findings** in scientific journals. Results of our research may be used to help develop **new ways to diagnose and treat disease**, or **new reports and features** for the 23andMe product or services. We study:

- The genetic and other factors behind diseases and traits
- Ways to diagnose and treat diseases
- The history of peoples across the world, including how they migrated and intermixed in the past
- How people react to learning about their genetics or how they interact with an online genetics and health platform

Topics include simple traits such as hair color or freckles, serious diseases such as Parkinson's disease or diabetes, and less serious conditions such as migraine headaches.

23andMe makes discoveries by analyzing information across large numbers of research participants to find patterns. These patterns might tell us, for instance, if people with a particular set of genetic factors are more likely to get a disease such as cancer or diabetes, or asthma. Another pattern might point to a new way to treat a disease. Results of our research may be used to help develop new drugs. Some discoveries made by 23andMe could help researchers **better understand disease** and may guide diagnosis and treatment decisions.



For example, in 2020 23andMe conducted a study of genetic factors that contribute to susceptibility to COVID-19. We found that the ABO blood groups lead to differences in severity of the disease.

Other discoveries help us understand the **history of human migrations** that led to our current world populations.

For example, in 2020 23andMe shared their findings about the genetic impact of the TransAtlantic Slave Trade on people in the Americas. We found that the genetic data corresponded closely with the historical records of people being forcibly transported from Africa, but there were notable exceptions of discrepancies that shed light on this important period in history.

What does it mean to take part in 23andMe Research?

If you choose to take part in 23andMe Research, you will be asked to take surveys or enter information about yourself into the 23andMe website or mobile app. **You choose what information to share, which surveys to take, and which questions to answer.** Giving consent means that you agree to let 23andMe researchers use certain information (including such information provided prior to giving consent) for 23andMe Research. We may use the following **information for 23andMe Research**:

- Your Genetic Information
- Your Self-Reported Information
 - Your age and ethnicity
 - Information you enter into the website or mobile app that is labeled with the 23andMe Research logo  or 
- Data from a third party that you authorize us to use for research
- How you interact with the 23andMe platform — for example, what genetic reports you view or which research surveys you take
- Your microbiome data: Information about the bacteria, viruses, and other microbes that are present in the biological sample you provided

Collectively, we refer to these data as **Research Information**.

- **23andMe Research is open-ended:** we may inform you of new surveys and research opportunities as they are added. We may also invite you to participate in specific studies based on information you've previously provided. We use routine communication methods to inform you of research opportunities. We may send you email invites and/or notifications in your account or on your mobile device.
- When 23andMe conducts studies on sensitive research topics, you will be provided additional information to help you decide whether you want to take part in this research.
- Depending on the research activity, we may or may not provide you with compensation for your time. For some longer or more involved research activities, cash equivalents, or charitable donations may be provided as compensation. **There is no cost to take part in this research.**
- Some 23andMe Research may be **sponsored by or conducted in collaboration with third parties**, such as non-profit organizations, pharmaceutical companies, or academic institutions whose additional expertise and/or resources can help 23andMe make important discoveries. Sometimes research discoveries lead to products or inventions that have value if they are made or sold. In situations where your information contributed to an invention or product that profited 23andMe or any of its research collaborators, you will not receive any financial benefits.
- If you have elected to have your saliva sample stored by 23andMe, we may also use the results of further analysis of your sample in 23andMe Research. For example, we may **conduct whole genome sequencing**, which allows researchers to study genetic information more thoroughly. We may also analyze the **microbiome data** from stored saliva samples. In addition to human genetic data, saliva samples provide a snapshot of the trillions of microbes found in a human body, which may influence health and wellness.
- **Your child may take part in 23andMe Research** if your child gives assent to participate, and a parent or legal guardian authorizes 23andMe to use their Research Information for research. [Here](#) are some talking points to help you discuss 23andMe Research with your child.

*You can learn more about Genetic Information, Self-Reported Information, Registration Information and other Personal Information in our [Privacy Statement](#).

How is my privacy protected?

23andMe uses physical, technical, and administrative security measures to protect your information. We regularly review and improve our privacy and security practices to help ensure the safety of your information. These practices include, but are not limited to, the following:

- 23andMe research analyses are conducted with information that has been **stripped of your identifying Registration Information** (information you provide when you register your account, such as your name and contact information). Your contact information may be used to communicate with you but are not analyzed in combination with your Research Information.
- When we publish research results or share results with collaborators, **we only publish or share summary information that does not identify any particular individual**.
- 23andMe maintains an internationally recognized security standards certification for our robust data privacy and security systems.
- **All** 23andMe employees are trained on how to work with human research participants, and 23andMe researchers receive additional training on how to conduct research responsibly.

Who will have access to my information?

- *Outside of 23andMe:*
 - **We may share summaries of research results, which do not identify any particular individual**, with qualified research collaborators and in scientific publications. We will not ask you for separate permission every time we share summary information with qualified research collaborators or publish in scientific journals.
 - We may share information with our **ethics review board** (also called an Institutional Review Board or "IRB") and other agencies to maintain our compliance, or as otherwise required by law.
- *Within 23andMe:*
 - 23andMe researchers who conduct analyses will have access to your Research Information, but not to your identifying Registration Information.
 - For further details on 23andMe's other uses of Personal Information, see our [Privacy Statement](#).

What are the benefits and risks of taking part in 23andMe Research?

Benefits:

- You will not receive any direct benefits by taking part in 23andMe Research. For example, we will not give you individual results about your genetics or health risks that we learn through 23andMe Research. You may, however, receive indirect benefits:
 - Sometime in the future, you or others, including people who share your ancestry or health characteristics, may benefit indirectly from 23andMe Research discoveries, such as those that improve 23andMe product or services offerings or contribute to ways to prevent and treat disease.
 - By taking surveys you may learn about 23andMe's Research findings. We may also let you know which publications you've contributed to and provide you with periodic updates on the research.

Risks:

- **Discomfort:** Some survey questions or data comparisons may make you uncomfortable.
- **Privacy:** Although 23andMe has strict policies and practices in place to minimize the risk of a breach, there is a very small risk that a breach of your Personal Information can happen. For example:
 - In the event of a breach, your Research Information could be exposed outside of 23andMe. In some cases, a breach could also expose information about family members who share some of your DNA.
 - There is a remote chance that an individual could be re-identified from summary information, including from published research results. In theory, a bad actor who has obtained your genetic data could compare your data to the summary research results and determine that you had participated in a particular study, and could possibly learn things about you related to the study.
- There may be additional risks to participation that are currently unforeseeable.

Can I change my mind?

- Your participation in the 23andMe Research study is **completely voluntary**, so you may choose to not participate. If you change your mind about participating, you can **change your consent choice** in your Account Settings at any time. If you withdraw your consent, 23andMe will prevent your Research Information from being used in new 23andMe Research initiated after 30 days from when we receive your request from your Account Settings.
- **There is no penalty for choosing not to give consent or for withdrawing from 23andMe Research.** You will not lose any benefits you receive by being a 23andMe customer, including access to your Genetic Information and to the Personal Genetic Service.
- You may also stop participation by closing your Personal Genetic Service account. Requests for account closure can be made directly within your Account Settings.
- If you choose not to give consent for 23andMe Research, your Research Information may still be used for other purposes, such as to improve the 23andMe product and services, as described in our [Privacy Statement](#).
- Your participation in 23andMe Research could be terminated without your consent in the case of a transfer of ownership of 23andMe (described in our [Privacy Statement](#)), or termination of 23andMe products or services (described in our [Terms of Service](#)).

Who do I contact if I have questions?

If you have **general questions and need help with** 23andMe's product or services, please contact:

- [23andMe Customer Care](#)
- 1-800-239-5230 (9 AM-12 PM, 1-4 PM, Pacific Time)

If you have **any questions or concerns about 23andMe Research, have problems changing your consent status, suffer a research-related injury, or have a question about participants' rights**, please contact the following:

- 23andMe Human Protections Administrator
- Email: hpa@23andme.com

If you have **any questions or concerns about research that you do not wish to discuss with 23andMe**, [click here](#) to contact the independent, impartial research review board for this study.

You can also print a copy of this consent document if you would like to review it in paper form.

You must have legal authorization to consent for:

[REDACTED]

Birth sex: Male

I am this child's parent or legal guardian, this child GIVES ASSENT to participate, and

I DO AUTHORIZE

I DON'T AUTHORIZE

Exhibit T



Individual Data Sharing Consent

23andMe's mission is to help people access, understand and benefit from the human genome. One of the ways we do this is through our research program. You have previously agreed to participate in our research. We are now asking for an additional level of research participation and consent. **We seek your permission to share your de-identified individual-level Research Information with research collaborators outside of 23andMe.** We collaborate with researchers outside 23andMe when we believe they can help us accelerate research and drive scientific discoveries. We work with them to study many different topics including genetic factors behind diseases and traits, connections among diseases and traits, human migration and population history, how people react to their personal genetic information, or how they interact with an online genetics and health platform.

This consent document serves as a supplement to our full consent document. You can review the 23andMe Main Research Consent [here](#).

What am I agreeing to if I consent?

Giving consent by checking the appropriate box below means that you agree to let 23andMe share your de-identified individual-level data with approved researchers outside of 23andMe. That is, you agree that we may share your Individual-level Research Information. This includes:

- Your Genetic Information
- Your Self-Reported Information
 - Your age and ethnicity
 - Information you enter into the website or mobile app that is labeled with the 23andMe Research logo  or 
- Data from a third party that you authorize us to use for research
- How you interact with the 23andMe platform — for example, what genetic reports you view or which research surveys you take
- Your microbiome data: Information about the bacteria, viruses, and other microbes that are present in the biological sample you provided

What does “de-identified” mean?

De-identified means that we strip the data of information that could directly identify you (such as name, date of birth, and address) and connect any study information you provide by using a random code (for example a study ID). Any Research Information you allow us to share will be associated with that code, not with your name.

What does “individual-level” mean?

Individual-level means the data are related to a single person. This is different from the 23andMe Main Research Consent you signed which allows us to share only information that has been combined or “pooled” with data from other research participants.

Allowing researchers to have access to individual-level data allows them to analyze the data more thoroughly, which may help them make more meaningful scientific discoveries.

Who are the research collaborators?

Research partners range from academic institutions and non-profit organizations to pharmaceutical and diagnostic companies. These research partners employ scientists who study many different health topics. Each partnership undergoes a rigorous screening process by a 23andMe scientific committee to ensure the goals and methods of the research are aligned with 23andMe's mission and consistent with any of our associated research consent documents.

What can the research collaborators do with my data?

Our research partners must sign an agreement which describes what they can and can't do with your data (for example, who can have access and what specific projects the data can be used for). We require strict data security measures which must be in place before we will release any data to them. The agreement also prohibits research collaborators from trying to identify you in any way or sharing your data outside the approved project.

We will not share your Research Information for marketing purposes with our collaborators. You can learn more about how we share information for marketing purposes in our Privacy Statement.

Can I find out who my data is shared with?

For the most part, we won't be able to contact you every time we would like to share your data. We may ask you to volunteer to provide information or take a survey on a specific topic or for a specific collaboration. In that case we will provide you with that information. Collaborations may result in scientific publications, which will be updated on a participant's "publications dashboard" (this is a feature available under the "research" section of your account). If your data are used in a publication, it will only be published in summary form (combined data from many individuals), or using very limited, non-identifying information (such comments or feedback participants may consent to release).

How are my data protected?

23andMe takes seriously the trust you place in us. We have very strong security measures in place to ensure your data are transferred safely. 23andMe will also have agreements with all collaborators regarding the security and storage of data that we share. Although 23andMe cannot provide a 100% guarantee that your data will be safe, 23andMe policies and procedures minimize the chance that a breach could take place.

What are the additional benefits?

In addition to the benefits described in the 23andMe [Main Research Consent](#), sharing your individual-level data will allow more researchers to study and analyze the data more thoroughly. This may increase the chance that meaningful scientific discoveries are made such as greater understanding of human disease and biology, human populations, and possibly new ways to diagnose or treat diseases. Sometime in the future you, your family or friends may benefit directly or indirectly from the research discoveries made by 23andMe or our research partners.

Based on the information you provide and allow us to share, 23andMe or our research collaborators may make new discoveries. In the future, those discoveries could lead to new commercial products or services (for example, new drugs, devices, or screening tests). If this happens, these products or services will be the property of the researchers who developed them and you will not receive any compensation.

What are the additional risks?

In addition to the risks described in the 23andMe [Main Research Consent](#), sharing your individual-level data means your data would be stored in more locations. This would increase the risk of a security breach that could lead to the leak of your data. In the event of such a breach, if some or part of your Research Information is associated with your identity in a public database, someone could match your name with your Research Information. This could impact you directly. For example, these data may be made public or released to insurance companies, which could have a negative effect on your ability to obtain insurance coverage.

If 23andMe shares your Research Information with a research collaborator, this action cannot be undone and your data will not be returned to 23andMe.

Do I have any alternatives? Can I change my mind?

Your alternative is not to agree to share your individual data. You can still participate in our research program without sharing your individual-level data.

Choosing not to give consent or withdrawing your consent will not affect your access to your Genetic Information or to the Personal Genetic Service.

You can withdraw your consent to share individual-level data at any time by declining this consent through your [account settings](#). If you want to withdraw from our entire research program, you can decline the 23andMe Main Research Consent through your account settings as well. 23andMe will prevent your data from being shared after 30 days from receipt of your request (it may take up to 30 days to withdraw your information after you withdraw consent). If you withdraw your consent, any data that has been shared prior to this date cannot be reversed or undone.

Who do I contact if I have questions?

If you have *general questions and need help with 23andMe's service*, please go to the following web page:

23andMe Customer Care

<https://customercare.23andme.com/home>


If you *suffer a research-related injuries, or if you have a question about subjects' rights*, please contact the following:

23andMe Human Protections Administrator

Email: hpa@23andme.com

If you have *any questions or concerns about research that you do not wish to discuss with 23andMe*, [click here](#) to contact the independent, impartial research review board.

You must have legal authorization to consent for:


Birth sex: Male

I am this child's parent or legal guardian, this child GIVES ASSENT to participate, and

I DO AUTHORIZE

I DON'T AUTHORIZE

Exhibit U

Biobanking Consent Document

Consent for Sample Storage and Additional Analyses

As a 23andMe customer, you have the option to have your biological specimens ("Samples"), including the DNA extracted from any Samples, stored by 23andMe and/or its authorized service providers (our "biobank"). Outside of 23andMe Research, enrolling in biobanking may help you access the most up-to-date information from 23andMe through additional analysis of your stored Samples. If you choose to have your Samples stored, you will be agreeing to allow 23andMe to access and analyze your stored Samples, using the same or more advanced technologies, including, for example, exome and/or whole genome sequencing. This biobanking consent applies to any biological specimens (including saliva, blood, microbiome, tissue samples, etc.) you provide to 23andMe in order to receive a 23andMe Service and/or as part of a 23andMe Research study.

Additional Analyses of Stored Participant Samples

The purpose of the biobank is to allow 23andMe to further analyze your stored Samples:

- to deliver new services, reports or information to you;
- for 23andMe Research, if you've consented to the [23andMe Research Consent Document](#); and
- for product research and development.

Unless you withdraw your biobanking consent or close your account, your permission to keep and analyze your Samples at our biobank does not expire, and 23andMe may continue to store and analyze your Samples.

Participation Is Voluntary

Taking part in our biobank is voluntary and entirely your choice. If you do not consent to have your Samples stored, it will not impact your ability to receive or participate in the 23andMe Service for which you submitted your Samples, and your Samples will be securely discarded after completion of the analysis for which it was submitted.

Privacy

All of the same protections, terms, and safeguards described in our [Terms of Service](#) and [Privacy Statement](#) will apply to the storage of your Samples and any information generated from our further analysis of your Samples. Samples are stripped of personal identifiers (i.e. name and contact information). 23andMe uses a range of physical, technical, and administrative procedures to protect the security and privacy of your Personal Information, including your Samples and the data generated from the analysis of your Samples.

Withdrawing Your Consent

You may withdraw your consent to biobanking at any time via your account settings. The withdrawal of your consent will not affect the lawfulness of our processing based on your consent before its withdrawal. Once you withdraw your biobanking consent, 23andMe will securely discard your stored Samples within the legally applicable timeframe. Please note that if you delete your 23andMe account, your stored Samples will be securely destroyed.

For general questions about this consent, please contact: privacy@23andme.com.

For questions specific to 23andMe Research, please contact the 23andMe Human Protections Administrator: hpa@23andme.com; or, for any questions or concerns that you do not wish to discuss with 23andMe, please contact the independent, impartial Research review board, Salus IRB: salus@salusirb.com.

You must have legal authorization to consent for:

[REDACTED]

Birth sex: Male

I CONSENT to the storage and 23andMe's further analysis of my Samples.

I CONSENT

I DO NOT CONSENT to the storage and 23andMe's further analysis of my Samples.

I DO NOT CONSENT

Exhibit V

Register your kit

Create an account to register and link your kit.

Already have an account? [Sign in](#)

Date of birth

☐ I have read and agree to the [Terms of Service](#) and [Privacy Statement](#).

Create Account



Sign up with Google



Sign up with Apple

23andMe does not share any of your personal information with Google or Apple, including your genetic results

Exhibit W

Research and Product Consents

23andMe was founded to empower individuals and accelerate research. As a 23andMe customer, you are a partner in this mission. You have the opportunity to participate in genetic research, which could contribute to revolutionary findings in human diseases, conditions, and traits.

23andMe Research Consent Document

You have **consented/agreed to** the 23andMe Research Consent Document
[Change consent](#)

Research opportunities based on your unreported genetics

You have **revoked consent/declined** the Research opportunities based on your unreported genetics
[Change consent](#)

Individual Data Sharing Consent

You have **not consented to** the Individual Data Sharing Consent
[Change consent](#)

Exhibit X

Consent to Telehealth

Last Updated: November 6th, 2024

Make sure you read all the important information below because we cover:

- How our medical team consists of doctors and nurse practitioners.
- How many states require you to do a video consultation or have a telephone call with one of our doctors or nurse practitioners.
- When our duty of care begins.
- The benefits and risks of using our service.
- The importance of reading all the information we provide.
- The importance of answering all questions fully and truthfully.
- The risks of accepting our treatment plan.

☐ I understand and agree to the Consent to Telehealth shown above, Privacy Policy (<https://www.lemonaidhealth.com/legals/privacy-policy>) and Terms of Use (<https://www.lemonaidhealth.com/legals/terms-of-use>). These 3 documents contain important information.

Consent for Sensitive Data Processing

Last Updated: Dec 14th, 2022

Lemonaid provides highly personalized services and experiences based on Health Information and other sensitive information. Because of this, we are required to obtain your consent prior to processing such information.

Sensitive information includes, but is not limited to, Personal information that reveals your racial or ethnic origin, religious beliefs, health conditions or diagnosis, sex life or sexual orientation, government identification, citizenship or immigration status, genetic data, precise geolocation, or as otherwise defined in applicable laws. This means data such as your Health Information is sensitive, including certain Self-Reported Information, Account Information, and more.

As described in our Privacy Policy, the ways we use your sensitive information include:

☐ I understand and agree to the Sensitive Data Processing Consent shown above

I Don't Agree

I Agree

Exhibit Y

Privacy Policy

LEMONAID PRIVACY POLICY

Last updated: March 14th, 2025

This Privacy Policy applies to Lemonaid Health, Inc., LMND Medical Group, Inc., a California Professional Corporation, LMND Medical Group, a Professional Association based in Kansas, LMND Medical Group, a Professional Corporation based in New Jersey, and LMND Medical Group, a Professional Association based in Texas (together, “Lemonaid”), products and services, including www.lemonaidhealth.com and any other websites, pages, features or content we own or operate, or that links to this Privacy Policy (collectively, the “Services”). When you use these Services, this Privacy Policy applies to your use.

If you have questions about our Privacy Policy, please contact us or call us at 888-536-2267. You should read our entire Privacy Policy to understand how we use your data, but if you only have a few minutes you can take a look at the summary below.

Privacy Highlights

- **Information We Collect.** We generally collect the following information:
 - **Account Information:** information we collect at registration, including your name, phone number, address and email address.
 - **Self-Reported Information:** information you provide to us, such as ratings, survey answers, or preferences.
 - **Health Information:** information you provide to us or our Medical Team, including information we generate about you, related to your physical, mental or other health conditions.

- **Web-Behavior Information:** information related to the ways in which you interact with the Services and the computer or device you use to access the Services.
- **How We Collect Your Information**
 - From You
 - Through Your Use of the Services
 - From Third Parties
 - Via inferences we make
- **Your Choices.** It's your data, you're in control.
 - **Communications.** We provide you with choices about communications you receive from us.
 - **Access, Correction, and Portability:** You can request access and correct information via your account settings, or by contacting us.
 - **Deletion:** You can delete your Lemonaid account and data at any time by contacting us at privacy@lemonaid.com.
 - **Sales, Sharing, and Targeted Advertising:** You can opt-out of certain data sharing practices by visiting our [Cookie Choices](#) page.

Full Privacy Policy

1. Information We Collect

When we say “Personal Information” we mean information that either identifies you personally or is about you, and use this as a general term to refer to the different categories we describe in this section.

We may collect the following types of Personal Information:

- **Account Information.** Information such as your name, user ID, password, date of birth, billing address, payment information, or other contact information (e.g., email or phone number).
- **Self-Reported Information.** Information you choose to provide, such as ratings, survey answers, or preferences, to us.
- **Health Information.** Information related to your physical, mental or other health conditions.
- **Web-Behavior Information.** Information related to the ways in which you interact with and use the Services and the computer or device you use to access our Services, such as referring and exit pages and URLs, platform type, location, browser type, device ID, operating system, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. Web-Behavior Information may be collected via the use of cookies, web beacons, mobile device identifiers, and other technologies.

Aggregate Information. Aggregate Information is information that is stripped of identifying information, like your name or email, and is combined with that of other individuals, and analyzed as a whole, so no single individual can reasonably be identified. Aggregate Information is considered non-personal information for purposes of this Privacy Policy, and we may disclose it to others without limitation for any purpose, in accordance with applicable laws and regulations.

2. How We Collect Information

- **From You:** We collect information from you when you provide it to us directly, such as information provided during account registration or during a telehealth visit, through the messages you send us, or information you directly authorize to disclose to us from another entity, like lab test results.

- **Through Your Use of The Services.** We may collect information about you through your use of the Services, such as through service providers who use a variety of technologies and tools to collect such information, such as cookies, web beacons, and other technologies when you visit or interact with our Services. For more detail on how we use Web-Behavior Information, please see our [Cookie Policy](#).
- **From Third Parties.** We may obtain additional information about you from third parties, such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third parties and information derived from any Services we provide. We may use third-party website analytics services in connection with the Services, including, for example, to note mouse clicks, mouse movements, scrolling activity and text that you type into the Website or App.
- **Lemonaid:** We may infer new information from other data we collect, including using automated means to generate information about your likely preferences or other characteristics.

3. How We Use Information

We use your information to:

- Provide, develop, maintain, operate, improve, enhance, administer, protect, and troubleshoot our Services and your experience with them, including developing new product tools and features;
- Operate our business, including billing, accounting, and improving our internal operations;
- Track and analyze trends and usage of the Services;
- Communicate with you, including customer support, reminders about your telehealth appointment, prescription-related notifications, to inform you of our Services, and other offers and information that we believe may be of interest to you;
- Customize and tailor your experience of the Services;

- Provide cross-context behavioral or targeted advertising (learn more in our [Cookie Policy](#) and [Cookie Choices](#) page);
- Secure our systems, prevent fraud and protect the security of Lemonaid systems;
- Enhance the security and safety of our Services;
- Verify your identity and prevent, detect, and investigate fraud and other potentially illegal or prohibited activities;
- Enforce, investigate, and report conduct violating our Terms of Service and other policies that govern your use of the Services; and
- Comply with our licensing, legal, and regulatory obligations.

4. How We Disclose Information

We may disclose your Personal Information as follows:

- **As Directed by You.** When you direct us to disclose Personal Information, we will do so on your behalf.
- **Service Providers.** Lemonaid may disclose your Personal Information with other companies and contractors that work with, or on behalf of, Lemonaid to provide products and services. For example, some of the types of service providers and contractors include: payment processors, order fulfillment, marketing and analytics, cloud storage, IT and security vendors. For example, we use Google Analytics on our website to help us understand how users interact with our website; you can learn how Google collects and uses information at www.google.com/policies/privacy/partners. Learn more about what third party analytics and advertising partners we use on our site in our Cookie Policy.
- **Healthcare Providers and Pharmacies.** Lemonaid may disclose your Personal Information to provide the Services to you, for purposes such as treatment, running our healthcare operations, processing payments, pharmacy fulfillment services, and quality

assurance reviews under the direction and on behalf of our medical partners.

- **As Required by Law, To Prevent Harm and/or in the Public Interest.** We may provide Personal Information about you to respond to subpoenas, court orders, legal process or governmental regulations, or to establish or exercise our legal rights or defend against legal claims. Where necessary, we will disclose information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, safety or security concerns, or as otherwise required by law.
- **Business Transfers.** We may disclose your Personal Information with other business entities in connection with the sale, assignment, merger or other transfer of all or a portion of Lemonaid's business to such business entity. This Privacy Policy will apply to your Personal Information as transferred to the new entity.
- **Affiliates.** We may disclose information with entities within the Lemonaid Health Inc. family of companies.

5. Your Privacy Choices

We believe you should be in control of your Personal Information. You can make the following choices by emailing us at privacy@lemonaid.com:

- **Communications:** You can choose whether we may contact you (such as through email, in-product notifications, push notifications, or text messages) for promotional purposes, or certain transactional messages, such as appointment or prescription notifications. Except as required to provide you the Services you requested, you can also ask that we stop sending SMS/text messages by replying "STOP". You can also click "unsubscribe" at the bottom of promotional email communications.
- **Access:** You can access and download your Personal Information processed by Lemonaid.

- **Correction:** You can correct certain account information, such as email address or phone number associated with your account. You can also make these changes in your account settings.
- **Deletion:** You can delete your Lemonaid account at any time. Please keep in mind we are required to retain certain limited information for legal and regulatory purposes, such as information that is part of your medical record.

6. Your Rights With Respect to Health Information

You have certain rights with respect to your Health Information, in accordance with applicable state and federal medical privacy laws. All rights and authorized uses of your health information may be found in Lemonaid's Notice Regarding Information in [Your Medical Record](#).

7. Children's Privacy

Lemonaid is not intended for, or directed toward, individuals under the age of 18. We do not knowingly collect any Personal Information from anyone under 18.

8. State and Region-Specific Information

You may have specific privacy rights in your state or region.

United States Residents

If you are a resident of California, Washington, Colorado, Virginia, or Connecticut (collectively, "U.S. State Residents"), you have the following rights under the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act, Colorado Privacy Act ("CPA"), the Virginia Consumer Data Protection Act ("VCDPA"), the Utah Consumer Privacy Act ("UCPA") (collectively, the Washington My Health My Data Act ("MHMDA"), and the Connecticut Data Privacy Act ("CTDPA") (collectively, "U.S. State Data Protection Laws"), as amended or replaced from time to time, along with any implementing regulations. In the event of any conflict between the terms of this section and the rest of the Privacy Policy, the terms of this section prevail.

Your Rights

U.S. State Residents have the following rights under U.S. State Data Protection Laws:

- Know what Personal Information we collect, use, disclose, or sell.
- Receive a copy of your Personal Information.
- Correct inaccurate Personal Information.
- Delete your Personal Information.
- Receive your Personal Information in a portable and, if technically feasible, in a readily usable format.
- Opt out of: targeted advertising; the sale or sharing of your Personal Information with third parties; and/or, profiling in the furtherance of decisions that produce legal or similarly significant effects. Please see our [Cookie Choices](#) page for more information.
- Limit the use and sharing of your sensitive Personal Information. Sensitive information includes, but is not limited to, Personal Information that reveals your racial or ethnic origin, religious beliefs, mental or health conditions or diagnosis, sex life or sexual orientation, citizenship or immigration status, genetic data, precise geolocation, or as otherwise defined in applicable U.S. State Data Protection Laws.
- Not receive discriminatory treatment if you exercise your privacy rights.

To exercise these privacy rights and choices, please follow the instructions below. Please note, your rights under U.S. State Data Protection Laws are not absolute and Lemonaid may exercise limitations or exemptions as permitted by the U.S. State Data Protection Laws. We may also deny your request if the information is not subject to U.S. State Data Protection Laws, for example information subject to the California Confidentiality of Medical Information Act ("CMIA").

- **Request Access to your Personal Information (your “Right to Know”).** You may, up to two times in a 12-month period, request details about Personal Information we hold about you. To make an Access request, email us at privacy@lemonaid.com with the subject line “Access Request”.
- **Request Deletion of your Personal Information.** You may request deletion of your Personal Information that we collect or maintain about you at any time. To make a Deletion request, email us at privacy@lemonaid.com with the subject line “Deletion Request”. In some cases, we are required to maintain certain information as required by law (for example, to maintain medical records).
- **Request Correction of your Personal Information.** You may request that we correct Personal Information we have about you. To make the request, email privacy@lemonaid.com with the subject line “Correction Request.”
- **Verification.** We will require some additional information to verify your identity in order to process your request, such as your login and password, or valid government identification.
- **Authorized Agent.** Alternatively, you may exercise your privacy rights through an authorized agent. If you use an authorized agent, we will require you to verify your identity and confirm that you have provided the authorized agent permission to submit the request on your behalf. To designate an agent with respect to your privacy rights, email us at privacy@lemonaid.com with the subject line "Agent Designation".
- **Response Timing and Format.** We will respond to your request within 45 days, and in more complex cases we may extend our response time by another 45 days. If you would like to appeal an action we took with your privacy request or inquiry, please contact us at privacy@lemonaid.com.

Like many websites, Lemonaid uses cookies (including other tracking technologies) for targeted or cross-context behavioral advertising. Cookies

require your Web-Behavior Information to work.

Under the CCPA, this use of your data for cross-context behavioral advertising may constitute a “sale” or “sharing” of personal information. We let advertising providers collect identifiers (IP addresses, cookie IDs, and mobile IDs), activity data (browsing, clicks, app usage), device data, and geolocation data through our sites and apps when you use our online service. In the past 12 months, these categories of personal information may have been “sold” or “shared” as defined under CCPA. We do not have actual knowledge of selling or sharing personal information of users under the age of 16.

Lemonaid believes in providing you with a frictionless experience by responding to Global Privacy Control (“GPC”) signals sent by your browser or mobile device. A GPC is a signal from your browser that notifies us of your privacy preferences, such as whether or not you want us to drop cookies on your device. To check your GPC preferences, check out the settings or extensions in your browser or mobile device. Learn more about [GPC](#). Otherwise you can always opt-out of cross-context behavioral or targeted advertising any time via the [Cookie Choices](#) page.

Lemonaid will not discriminate against you for exercising any of your privacy rights and choices.

What We Collect

As detailed in our Privacy Policy, we collect Personal Information for various purposes with privacy principles in mind. The categories of Personal Information and other terms used below are defined in the CCPA for California residents, and may include reference to certain key definitions set forth in our Privacy Policy. Some of the categories below require separate opt-in consent and these categories do not necessarily reflect all of the types of information that we may collect about you. Some Personal Information included in this category may overlap with other categories.

In the last twelve (12) months, we have collected the following categories of Personal Information from our customers:

- **Identifiers:** Certain information from Account Information, Web-Behavior Information, and/or demographic such as your name, display name, address, online identifier, IP address, email address, username, or other similar identifiers.
- **Personal information categories listed in the California Customer Records provisions:** Certain information from Account Information (including payment information) or Self-Reported Information (such as your name, address, phone number, employment or education).
- **Characteristics of protected classifications under California or federal law:** Certain information from Account Information, Health Information, and Self-Reported Information, such as your age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, and genetic information (including familial genetic information). You can review protected classes under California law [here](#).
- **Commercial information:** Certain information from Self-Reported Information, such as products or Services purchased, obtained, or considered, survey responses regarding past purchasing history, other purchasing or consuming histories or tendencies.
- **Audio, electronic, visual, thermal, olfactory, or similar information:** Certain information from Self-Reported Information, such as photos you provide to us to verify your identity before beginning a virtual visit, or provided through other engagement on our website.
- **Professional or employment-related information:** Certain information from Self-Reported Information, such as education,

household income, occupation, and other professional information. This information can be collected when you apply for a job with Lemonaid, fill out a survey, or otherwise engage with us.

- **Biometric information:** Certain information from Self-Reported Information such as physiological, behavioral, and biological characteristics that can be used to establish an individual's identity. To the extent we collect this information, we collect it directly from you when you choose to disclose it to us.
- **Internet or other electronic network activity information:** Web-Behavior Information, such as data generated from your use of our Services and collected through log files, cookies, web beacons, and similar technologies. Such information may include your browser type, domains, page views, how long you spent on a page or feature of the website, or other data about your engagement with our Services.
- **Geolocation data:** Web-Behavior Information that includes the identification or estimation of physical location or movement. You can learn more about how Lemonaid processes Web-Behavior Information in our [Cookie Policy](#).
- **Inferences drawn from other personal information:** Inferences and Derived Data includes any information, data, assumptions, or conclusions Lemonaid infers based on analyses of facts, evidence, or another source of information or data.
- **Sensitive personal information:** Health Information, and certain Account Information and Self-Reported Information may be considered "sensitive." This includes data that reveals your: social security, driver's license, state identification card, or passport number; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to your account; precise geolocation; racial or ethnic origin, religious or philosophical beliefs,

or union membership; mail, email, and/or text messaging contents; and genetic data.

How We Use Your Personal Information

As defined under the CPRA for California residents, Lemonaid may use Personal Information listed above for the purposes described below or at your direction. Such purposes include:

- **Providing Services:** To provide our Services to you, including maintaining or servicing your account, providing customer service, processing or fulfilling orders and transactions, and more.
- **Audit:** Auditing related to a current interaction and concurrent transactions or compliance with applicable laws or standards.
- **Security and Integrity:** Detecting security incidents, maintaining integrity, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- **Debugging:** Debugging to identify and repair errors that impair existing intended functionality.
- **Transient Use:** Short-term, transient use, including, but not limited to, nonpersonalized advertising shown as part of your current interaction with our business, provided that your Personal Information is not disclosed to another third party and is not used to build a profile about you or otherwise alter your experience outside the current interaction.
- **Advertising and Marketing:** To provide advertising and marketing to you, including cross-context behavioral advertising. Check out our [Cookie Choices](#) for more information on how we use your Cookie and Web-Behavior Information for cross-context behavioral advertising.
- **Product Research and Development:** Internal research that Lemonaid performs to improve and develop its products and services.

- **Quality Assurance and Product Improvement:** Activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by Lemonaid, and otherwise to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by Lemonaid.

If you have given your explicit consent, for example via a data transfer authorization or other consent document, we may disclose your Personal Information for commercial purposes to third parties. The purpose may vary and will be described in the consent at that time. In the past 12 months, we have disclosed your Personal Information to service providers and contractors for the business purposes described above, and to third-party marketing and advertising companies for cross-context behavioral or targeted advertising.

We do not use or disclose sensitive Personal Information for purposes other than the business purposes permitted by CCPA, which include, for example, to perform our services, to detect and prevent security incidents, to perform services on behalf of the business, and other purposes as allowed by CCPA.

Washington Consumer Health Data Privacy Policy

If you are a Washington resident, the Washington My Health My Data Act (“WAMHMD”) requires us to provide you with the following additional information about: (1) the categories of “Consumer Health Data” (as defined in the WAMHMDA) we collect, including how we use the data; and (2) the categories of sources from which the consumer health data are collected; (3) the categories of consumer health data that are shared; (4) a list of the categories of third parties and specific affiliates with whom we share the consumer health data; and (5) how a consumer can exercise the rights provided by the act. Please see the following chart for the information:

Consumer Health Data we Collect	Source	Purpose of Use and Collection	Categories of third-parties with whom we share it
Individual health conditions, treatment, diseases, or diagnosis; Social, psychological, behavioral, and medical interventions; Use or purchase of prescribed medication; Diagnoses or diagnostic testing, treatment, or medication; Reproductive or sexual health information	Self-Reported; or automatically collected	Provide and manage the Services; Analyze and improve the Services	We do not share this information unless you direct us to
Biometric data	Generated by our identity verification processor for Lemonaid with your consent	Verify your identify	We do not share this information
Genetic data	23andMe, with your consent	Provide our services	We do not share this information unless you direct us to
Customer Health Data derived or extrapolated from non-health information (such as proxy, derivative, inferred, or emergent data by any means, including algorithms or machine learning); data that identifies a consumer seeking health care services >We only collect	This information is generated from your use of our Services and collected through log files, cookies, web beacons, and similar technologies. Such information may include your browser type, domains, page views, how long you spent on a page or feature of the website, or other data about your	Provide and manage the Services; Analyze and improve the Services; Advertising and marketing	Analytics and advertising partners; 23andMe

and use this information with your express consent	engagement with our Services.		
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Your Rights

- You have the right to confirm whether we collect your Consumer Health Data, how we use it, and whether we shared or sold it, including the contact information of any third parties to whom we shared or sold your Consumer Health Data. You also have the right to obtain a copy of that Consumer Health Data free of charge.
- You have the right to withdraw your consent from our collection and sharing of Consumer Health Data.
- You have the right to have your Consumer Health Data deleted.

If for any reason we decline a request you make while exercising these rights, you have the right to appeal our decision. If you are a Washington resident, you may file a complaint with the Washington Attorney General, or contact the Washington Consumers Protection Hotline at 1-800-551-4636.

To exercise any of these rights, please send an email to privacy@lemonaid.com

Individuals Located in the United Kingdom

This section applies to individuals located in the United Kingdom (“UK”).

1. **International Transfers:** Lemonaid operates, and processes Personal Information, globally. Your Personal Information will likely be transferred to, stored, and processed in the U.S. and other countries outside of where you live. When we conduct such transfers, we rely on various legal bases to lawfully transfer Personal Information around the world, including fulfillment of our agreements with you, your prior consent, adequacy decisions for relevant countries, or other transfer mechanisms as may be available under applicable law, such as the European Union Commission approved standard contractual clauses.

2. **Our relationship with you:** We are the "controller" with respect to your Personal Information because we determine the means and purposes of processing your Personal Information when using our Services.
3. **Legal bases for processing Personal Information from the UK:**
We describe how we process your Personal Information in Sections 1 through 4 of the Privacy Policy. We may process your Personal Information if you consent to the processing, to satisfy our legal obligations, if it is necessary to carry out our obligations arising from any contracts we entered with you or to take steps at your request prior to entering into a contract with you, or for our legitimate interests to protect our property, rights or safety of Lemonaid, our customers or others.
4. **Privacy Rights:** You can exercise your rights of access, deletion, correction, withdrawal, and portability as described in the Section 5 of the Privacy Policy. In addition, you have the right to object or restrict the processing of your Personal Information. To exercise such rights, please contact us at privacy@lemonaid.com. We will handle your request under applicable law, and, in some cases, your ability to access or control your Personal Information will be limited, as required or permitted by applicable law.
5. **Complaints or Questions:** If you believe that we have infringed your rights, we encourage you to contact us so that we can try to address your concerns or dispute informally. Our contact information is: Data Protection Officer Lemonaid Health Limited., Tetbury Place, The Business Design Center *London N1 0QH* privacy@lemonaid.com
You also have a right to lodge a complaint with the UK Information Commissioner's Officer.

9. Changes to this Privacy Policy

We may revise this Privacy Policy from time to time. We'll let you know about those changes here, or by contacting you, such as via email to the email address associated with your account. We display the "Last Updated"

date on the policy in the upper left corner of this Privacy Policy so that it will be easier for you to know when there has been a change. We may also provide additional notice, such as an in-app notification, or on another website page or feature. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

10. How to Contact Us

If you have questions about this Privacy Policy, or have a complaint or inquiry, please email us at privacy@lemonaid.com, call us at 888-536-2267, or send a letter to:

Lemonaid Health, Inc.
Attn: Lemonaid Privacy Officer
870 Market Street, Room 415
San Francisco, CA 94102
Phone: 888-536-2267

Lemonaid Health

Notice Regarding Information in Your Medical Record

Last Updated: March 14th, 2025

Summary:

This Notice Regarding Information in Your Medical Record Notice (“Notice”) applies to Lemonaid Health and details how Lemonaid Health uses, protects, and discloses information contained in the record that we maintain regarding the health care that we provide to you (your “Medical Record”). Please note, your Medical Record contains only a limited set of Personal Information. For example, it may include demographic information (e.g., your name, address, gender, or age), diagnosis, or communications with a provider. It applies to all Medical Records created, controlled, or otherwise maintained by Lemonaid Health. To keep things simple, all capitalized terms have the same meaning as our Privacy Policy and Terms of Use.

We encourage you to read the entire Notice, but here are the key highlights:

How We Use or Disclose Your Medical Record:

- To provide treatment
- To provide Services
- To comply with your instructions
- As required by law
- To disclose threats to health or safety
- To comply with public health reporting requirements

You Can:

- Get a copy of your Medical Records
- Request corrections to your Medical Record if it is inaccurate or incomplete
- Request to limit sharing or use of your Medical Record
- Tell us how you want us to disclose information with family or others involved in your care
- Delete your Account

Full Notice Regarding Information in Your Medical Record

Our Pledge Regarding Your Medical Record

Your health care treatment is personal to you and we understand the importance of protecting your Medical Record. This Notice applies to all Medical Records we create, control, or maintain, and outlines the ways your information in those records are used or disclosed, and what your choices are.

What is a Medical Record

Please note, your Medical Record contains only a limited set of Personal Information that relates to the health care we provide to you. For example,

it may include demographic information, diagnosis, or communications with a provider.

To understand how all your Personal Information is handled by Lemonaid Health, please review our Privacy Policy. To the extent there are any conflicts between the Privacy Policy and this Notice related to your Medical Record, this Notice will govern.

In some circumstances, your Medical Record could have additional information about your health that we give special consideration to protecting. Examples of this information include, but are not limited to, psychotherapy or mental health notes, results related to sexually transmitted infection(s) ("STI"), or genetic information. We require additional authorization from you before we use or disclose that information.

How We Use and Disclose Your Medical Record

The following categories describe ways that we may use or disclose your Medical Record.

- **For Treatment**. We disclose your Medical Record in the course of providing medical treatment or in coordinating or managing any Services you've received or requested. For example, we may disclose your Medical Record with members of our Medical Team involved in your care to provide an additional consult or to fill a prescription.
- **For Providing Services**. We may use and disclose your Medical Record to carry out our business operations and be able to provide the Services to you. These uses or disclosures are related to things like billing or fulfilling prescriptions, quality of care, compliance activities, administrative purposes, contractual obligations, grievances, or legal obligations. For example, we may use information in your Medical Record to review the treatment and

services provided or to evaluate the performance of the staff and contractors caring for you.

- **To Comply with Your Instructions**. We will disclose your Medical Record as directed by you. For example, if you choose to disclose your Medical Records with a third party available on the Services, we will do so with your consent.
- **As Required by Law**. We will disclose your Medical Record when required to do so by federal, state, or local law. In certain circumstances, Lemonaid Health may be required by law to comply with a valid court order, subpoena, or search warrant for a Medical Record. As permitted under applicable law, we will provide notice to you prior to sharing your Medical Record.
- **Disclosure for Threats to Health and Safety**. In certain circumstances, we are required to disclose your Medical Record to help protect you or someone else's health and/or safety. For example, we may ask local law enforcement to perform a health and welfare check if, in our provider's professional judgment, a welfare check is necessary.
- **Public Health Reporting Requirements**. We are required to report certain test results, like STI or positive COVID tests, to health agencies for public health purposes.

Special Considerations

In certain situations, some sensitive information in your Medical Record will not be used or disclosed without your written authorization, unless required by law. Some examples of types of information that need specific authorization:

- **Genetic Information**. This is any information about your individual genotype, including results of any genetic test.
- **Psychotherapy Notes**. We do not create psychotherapy notes in your Medical Record since mental health counseling is not a part of our medical team's depression and anxiety care.

- **STI Test Results**. This is information related to any sexually transmitted infection(s) you experience. For more information on what we are required to report, please see the [FAQ](#).
- **HIV/AIDS Results**. This is information related to any HIV or AIDS test results.

Control of Your Medical Record

You have control over your Medical Record. You can request the following by contacting the Health Care Compliance Team at the address below.

- **Copy of your Medical Record**. With certain exceptions, you may receive copies of your Medical Record, which may include information such as your diagnosis, provider notes, and treatment plan.
- **Correction**. If you believe that information in your Medical Record is incorrect or incomplete, you may ask us to correct the information.
- **List of Disclosures**. You may request a list of certain third parties we have disclosed your Medical Record with in the past 12 months.
- **Request Us to Limit How We Use or Disclose Your Medical Record**. You can request that we limit how we disclose your Medical Record with your family members or others involved in your care. If you provide any written authorization to disclose your Medical Record, you are free to revoke your authorization at any time in writing. After receiving the request, we will stop any further use or sharing of your Medical Record, except in cases where we have already acted based on your previous permission. We are unable to undo any disclosure already made with your permission.
- **Request Confidential Communications**. You can request that we communicate with you about your appointments or other health care matters in a specific way. We'll do our best to accommodate your reasonable request but may be unable to if it causes significant operational or administrative burdens.

- **Account Deletion:** As mentioned in our Privacy Policy, you are free to delete your account at any time. We may retain all or part of your Medical Record after you close your account for a limited period of time as required by law, contractual obligations, as necessary for the establishment, exercise or defense of legal claims, audit and/or compliance purposes.

In some circumstances, we may not be able to accommodate your request if it conflicts with our legal obligations, the request is manifestly unfounded or excessive, or it affects our ability to provide the Services.

Contact Us

If you have any questions about how we use or disclose your Medical Records, please contact us at:

Lemonaid Health, Inc.
Attn: Health Care Compliance Team
870 Market Street, Room 415
San Francisco, CA 94102
Phone: 888-536-2267
Email: privacy@lemonaid.com

Changes to this Notice

We reserve the right to change and make updates to this Notice from time to time. These changes will be effective for all Medical Records that we maintain and control. We will post our most current version of this document on our website. Whenever material changes to this Notice are made, we will provide you with notice before the modifications are effective, such as by posting a notice on our website or sending a message to the email address associated with your account.